

**BellSouth Telecommunications, Inc.**

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**Guy M. Hicks**

General Counsel

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January 27, 2003

Hon. Sara Kyle  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Adelphia Business Solutions Operations, Inc. and Adelphia Business Solutions of Nashville, LP. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*  
Docket No. 03-00078

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Adelphia Business Solutions Operations, Inc. and Adelphia Business Solutions of Nashville, LP and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated April 4, 2000. The Amendment amends the Term of the Interconnection Agreement and modifies Attachments 1, 2, 3, 4 and 7 of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Terry J. Romine, Director, Legal and Regulatory Affairs, Adelphia  
Tamar E. Finn, Attorney for Adelphia

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Adelphia Business Solutions Operations, Inc. and Adelphia Business Solutions of Nashville, L.P. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND ADELPHIA BUSINESS SOLUTIONS OPERATIONS, INC. AND**  
**ADELPHIA BUSINESS SOLUTIONS OF NASHVILLE, L.P.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Adelphia Business Solutions Operations, Inc. and Adelphia Business Solutions of Nashville, L.P. ("Adelphia") and BellSouth Telecommunications, Inc., ("BellSouth"), and Adelphia file this request for approval of the Amendment to the Interconnection Agreement dated April 4 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Adelphia and BellSouth state the following:

1. Adelphia and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Adelphia.
2. The parties have recently negotiated an Amendment to the Agreement which Amends the Term of the Interconnection Agreement and modifies Attachments 1, 2, 3, 4 and 7 of the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Adelphia and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Adelphia within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Adelphia and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Adelphia and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 27<sup>th</sup> day of Jan, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

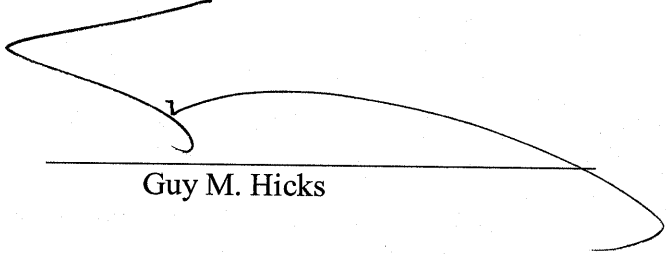
Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 21<sup>st</sup> day of Jan, 2003:

Terry J. Romine  
Adelphia Business Solutions  
Director, Legal and Regulatory Affairs  
One North Main Street  
Coudersport, PA 16915

Tamar E. Finn, Esq.  
Michael L. Shor, Esq.  
Swidler Berlin Shereff Friedman  
3000 K Street, N.W.  
Suite 300  
Washington, DC 20007



Guy M. Hicks



**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
ADELPHIA BUSINESS SOLUTIONS OPERATIONS, INC.  
ADELPHIA BUSINESS SOLUTIONS OF NASHVILLE, LP  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED APRIL 4, 2000**

Pursuant to this Amendment, (the "Amendment"), for the state of Tennessee, Adelpia Business Solutions Operations, Inc. and Adelpia Business Solutions of Nashville, LP ("Adelpia"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 4, 2000 ("Agreement") and shall be deemed effective January 1, 2003.

WHEREAS, BellSouth and Adelpia entered into the Agreement on April 4, 2000, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties mutually agree to delete in its entirety Section 2, General Terms and Conditions of the Interconnection Agreement and replace with Section 2, incorporated herein as follows:
  2. **Term of the Agreement**
    - 2.1 The term of this Agreement shall be effective January 1, 2003 and shall expire on January 30, 2004 and shall apply to the BellSouth territory in the state of Tennessee of this Agreement shall not be applied retroactively prior to the Effective Date
    - 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").
    - 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
    - 2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to Adelpia pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.
2. The Parties hereby mutually agree to add Section 4.5 to Attachment 1 of the Interconnection Agreement incorporated herein as follows:

4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas

- 4.5.1 BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.
  - 4.5.2 When Adelphia assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
  - 4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to Adelphia.
  - 4.5.4 Adelphia must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.
  - 4.5.5 Specific guidelines regarding such services are available on BellSouth's website @ [www.interconnection.bellsouth.com](http://www.interconnection.bellsouth.com).
- 3. The Parties hereby mutually agree to delete Sections 4 and 5 to Attachment 2 of the Interconnection Agreement and replace with Section 5 incorporated herein as follows:
  - 4. The Parties hereby mutually agree to delete Section 1.7 to Attachment 3 of the Interconnection Agreement and replace with Section 1.7 incorporated herein as follows:
    - 1.7 The Parties shall make available to each other one-way and two-way trunks for the reciprocal exchange of combined Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. The Parties shall institute a bill and keep compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges as set forth in Exhibit A associated with trunks and associated facilities for the exchange of traffic other than Transit Traffic. Each Party has the obligation to install the appropriate trunks and associated facilities on its respective side of the Point of Interface. Notwithstanding the foregoing, reciprocal compensation will be paid for the delivery of Local Traffic and ISP-bound Traffic in accordance with the terms of Section 6.1. Nothing in this Section 1.7 shall be deemed to eliminate or affect any lease-back arrangement where a Party, at its option and in lieu of installing facilities or trunks on its side of the Point of Interface, chooses to lease such facilities or trunks from the other Party for its originating traffic.
  - 5. The Parties hereby mutually agree to add Section 1.8.1 to Attachment 3 of the Interconnection Agreement incorporated herein as follows:
    - 1.8.1 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request ("ASR") process.
  - 6. The Parties hereby mutually agree to delete Section 2.3 and (1) of Section 2.3 to Attachment 3 of the Interconnection Agreement and replace with Section 2.3 and (1) of Section 2.3 incorporated herein as follows:
    - 2.3 Pursuant to Section 1.7 of this Attachment:
      - (1) All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups and facilities between BellSouth and Adelphia are set forth in Exhibit A. In the event there is not an applicable rate element in Exhibit A, the

Parties shall be compensated at the provisioning Party's Commission filed and approved tariff rate for such element.

7. The Parties hereby mutually agree to delete Section 2.9.4 Attachment 3 of the Interconnection Agreement and replace with Section 2.9.4 incorporated herein as follows:

2.9.4 With MTA, for the delivery Adelphia oriented Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic, Adelphia will be assessed charges as specified in Exhibit A of this Attachment for the additional transport and tandem switching on an elemental basis in addition to the reciprocal compensation rate to which the parties have agreed in Section 6.1.2. Notwithstanding the foregoing, in the situation of tandem exhaust at any particular tandem, where the parties choose MTA as an alternative routing plan, the Parties will negotiate appropriate rates, terms and conditions for MTA.

8. The Parties hereby mutually agree to delete Section 4 to Attachment 3 of the Interconnection Agreement and replace with Section 4 incorporated herein as follows:

#### **4. Parity in Ordering and Provisioning**

Each Party shall provide interconnection ordering and provisioning services to the other Party that are equal to the ordering and provisioning services the Parties provide themselves, their affiliates and third parties.

9. The Parties hereby mutually agree to delete Section 6.1.2 through 6.1.3.3 to Attachment 3 of the Interconnection Agreement and replace with Section 6.1.2 through 6.1.3.4 incorporated herein as follows:

6.1.2 Nothing in this Agreement shall be construed to limit each Party's ability to designate the areas within which the Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

Subject to the Parties agreement to the terms of Section 1.5 through 1.8, and Sections 2.9 through 2.9.6, the Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic and ISP-bound Traffic at rates set forth in Exhibit A to this Attachment.

- 6.1.3 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in the same exchange or other local calling area associated with the originating exchange as defined and specified in Section 3 of BellSouth's General Subscriber Service Tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 6.1.3.1 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC' Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and Adelphia agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Adelphia that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Adelphia further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Adelphia that does not exceed 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

- 6.1.3.2 For ISP-bound Traffic exchanged during the year 2002, compensation, at the rates set forth in Exhibit A of this Agreement, shall be billed by the terminating Party and paid by the originating Party on ISP-bound Traffic minutes up to a ceiling equal to a ten percent growth factor added to, on an annualized basis, the number of ISP-bound Traffic minutes exchanged during the first quarter of 2001, plus an additional ten percent growth.
- 6.1.3.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, compensation, at the rates set forth in Exhibit A of this Agreement, shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.
- 6.1.3.4 Any ISP-bound Traffic that exceeds the minute of use caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party therefor.
10. The Parties hereby mutually agree to delete Section 6.1.6.1, 6.2 and 6.2.1 to Attachment 3 of the Interconnection Agreement and replace with Section 6.1.6.1, 6.2 and 6.2.1 incorporated herein as follows:
- 6.1.6.1 To the extent Adelphia is unable to identify Virtual NXX traffic to BellSouth for Adelphia's operations in Kentucky, Louisiana, Tennessee and the Jacksonville, Florida LATA (the "Transition Areas"), and where BellSouth can determine with specificity that certain individual telephone numbers in an Adelphia NPA/NXX in the Transition Areas are terminating Virtual NXX traffic, then BellSouth may adjust the compensation paid to Adelphia in accordance with the compensation arrangement stated above, but only with respect to compensation due for traffic terminated to those identified numbers. BellSouth shall make appropriate adjustments once Adelphia provides sufficient information for the Parties to determine whether the traffic terminated to those specific numbers within an NPA/NXX is Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic, Transit Traffic or Virtual NXX traffic. Any Virtual NXX billing disputes will be resolved through billing dispute procedures as set forth in the Agreement.
- 6.2 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU") factor for the reporting Party's originating traffic. The PLU will be utilized by the terminating Party to determine the amount of Local Traffic and ISP-bound Traffic minutes to be billed to the originating Party. For purposes of developing the PLU, the originating Party shall consider all Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and Switched Access Traffic. By the first of January, April, July and October of each year, each Party shall provide a positive report updating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's sole discretion be utilized to determine the appropriate Local Traffic and ISP-bound Traffic usage compensation to be paid. Use of such messaging recording technology shall not relieve either Party of its obligation to provide a PLU factor as set forth in this Section. The audit provisions of Section 6.5 apply whether Local Traffic and ISP-bound Traffic minutes billed to the originating Party are determined through use of the PLU or message recording technology.

The addresses for the receipt of PLU reports are:

Adelphia Business Solutions  
CABS Manager  
712 N. Main Street  
Coudersport, PA 16915

BellSouth  
BellSouth Billing Manager  
2300 North Lake Centre  
Suite 415  
Tucker, Georgia 30084

- 6.2.1 Percent Local Facility. Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. For purposes of developing the PLF, each Party shall consider every local and ISP-bound call and every long distance call. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.
11. The Parties hereby mutually agree to delete Section 6.7.1 to Attachment 3 of the Interconnection Agreement and replace with Section 6.7.1 incorporated herein as follows:
- 6.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not Local Traffic or ISP-bound Traffic as defined in Section 6.1.3, or Switched Access Traffic per this Agreement.
12. The Parties hereby mutually agree to delete Section 6.7.4 to Attachment 3 of the Interconnection Agreement and replace with Section 6.7.4 incorporated herein as follows:
- 6.7.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
13. The Parties hereby mutually agree to delete Sections 6.6 and 8 to Attachment 3 of the Interconnection Agreement in their entirety.
14. The Parties hereby mutually agree to delete Sections 6.6 and 8 to Attachment 3 of the Interconnection Agreement in their entirety.
15. The Parties hereby mutually agree to delete Attachment 4 of the Interconnection Agreement in its entirety and replace with Attachment 4 attached hereto as Exhibit 1 and incorporated herein by this reference.
16. The Parties hereby mutually agree to delete in their entirety Exhibit G of Attachment 1, Exhibit D of Attachment 2, Exhibit A of Attachment 3, Exhibit A of Attachment 4 and Exhibit A of Attachment 7 and replace with Exhibit G of Attachment 1, Exhibit D of Attachment 2, Exhibit A of Attachment 3, Exhibit A of Attachment 4 and Exhibit A of Attachment 7 attached hereto as Exhibit 2 and incorporated herein by this reference.

17. All of the other provisions of the Agreement, dated April 4, 2000, as amended, shall remain in full force and effect.

18. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**Adelphia Business Solutions Operations, Inc.**  
**Adelphia Business Solutions of Nashville, LP**

By: (Signature on File)

Name: John B. Glicksman

Title: Vice President & General Counsel

Date: 12/20/02

**BellSouth Telecommunications, Inc.**

By: (Signature on File)

Name: Elizabeth R. A. Shiroishi

Title: Assistant Director, Interconnection Services

Date: 12/31/02

**Attachment 4**  
**Physical Collocation**

Version 3Q02: 09/06/02

**BELLSOUTH**  
**PHYSICAL COLLOCATION**

**1. Scope of Attachment**

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when <customer\_short\_name> is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

1.2 Right to Occupy. BellSouth shall offer to <customer\_short\_name> collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow <customer\_short\_name> to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by <customer\_short\_name> and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.

1.2.1.1 In all states other than Florida, the size specified by <customer\_short\_name> may contemplate a request for space sufficient to accommodate <customer\_short\_name>'s growth within a two-year period.

1.3 Space Allocation. BellSouth shall attempt to accommodate <customer\_short\_name>'s requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase <customer\_short\_name>'s cost or materially delay <customer\_short\_name>'s occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service <customer\_short\_name> wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future



use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate Collocation Space and require separate entrances in accordance with FCC rules.

- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. <customer\_short\_name> will be responsible for any justification of unutilized space within its space, if the Commission requires such justification.
- 1.5 Use of Space. <customer\_short\_name> shall use the Collocation Space for the purposes of installing, maintaining and operating <customer\_short\_name>'s equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. <customer\_short\_name> agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. Space Availability Report
  - 2.1 Space Availability Report. Upon request from <customer\_short\_name>, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
    - 2.1.1 The request from <customer\_short\_name> for a Space Availability Report must be written and must include the Premises street address, as identified in the Local Exchange Routing Guide ("LERG"), and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association ("NECA") Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify <customer\_short\_name> and inform <customer\_short\_name> of the time frame under which it can respond.

### 3. Collocation Options

- 3.1 Cageless. BellSouth shall allow <customer\_short\_name> to collocate <customer\_short\_name>'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow <customer\_short\_name> to have direct access to <customer\_short\_name>'s equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where <customer\_short\_name>'s equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, <customer\_short\_name> must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At <customer\_short\_name>'s expense, <customer\_short\_name> may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, <customer\_short\_name> and <customer\_short\_name>'s Certified Supplier must comply with the more stringent local building code requirements. <customer\_short\_name>'s Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with <customer\_short\_name> and provide, at <customer\_short\_name>'s expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for <customer\_short\_name> to obtain the zoning, permits and/or other licenses. <customer\_short\_name>'s Certified Supplier shall bill <customer\_short\_name> directly for all work performed for <customer\_short\_name> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by <customer\_short\_name>'s Certified Supplier. <customer\_short\_name> must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency,

BellSouth will not access <customer\_short\_name>'s locked enclosure prior to notifying <customer\_short\_name>. Upon request, BellSouth shall construct the enclosure for <customer\_short\_name>.

- 3.2.1 BellSouth may elect to review <customer\_short\_name>'s plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to <customer\_short\_name> indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if <customer\_short\_name> has indicated its desire to construct its own enclosure. If <customer\_short\_name>'s Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review <customer\_short\_name>'s plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. If BellSouth decides to inspect, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from <customer\_short\_name>. BellSouth shall require <customer\_short\_name> to remove or correct within seven (7) calendar days at <customer\_short\_name>'s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Caged Collocation. <customer\_short\_name> may allow other telecommunications carriers to share <customer\_short\_name>'s caged collocation arrangement pursuant to terms and conditions agreed to by <customer\_short\_name> ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. <customer\_short\_name> shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by <customer\_short\_name> that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and <customer\_short\_name>.

- 3.3.1 <customer\_short\_name>, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide <customer\_short\_name> with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each with

a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the foregoing, <customer\_short\_name> shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of the Guest. A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response ("Application Response").

3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.3 <customer\_short\_name> shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of <customer\_short\_name>'s Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by <customer\_short\_name> and in conformance with BellSouth's design and construction specifications. Further, <customer\_short\_name> shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

3.4.1 Should <customer\_short\_name> elect Adjacent Collocation, <customer\_short\_name> must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, <customer\_short\_name> and <customer\_short\_name>'s Certified Supplier must comply with the more stringent local building code requirements. <customer\_short\_name>'s Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. <customer\_short\_name>'s Certified Supplier shall bill <customer\_short\_name> directly for all work performed for <customer\_short\_name> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by <customer\_short\_name>'s Certified Supplier. <customer\_short\_name> must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases

of emergency, BellSouth shall not access <customer\_short\_name>'s locked enclosure prior to notifying <customer\_short\_name>.

3.4.2 <customer\_short\_name> must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review <customer\_short\_name>'s plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. If BellSouth decides to inspect, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from <customer\_short\_name>. BellSouth shall require <customer\_short\_name> to remove or correct within seven (7) calendar days at <customer\_short\_name>'s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

3.4.3 <customer\_short\_name> shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At <customer\_short\_name>'s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit <customer\_short\_name> to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same central office. Both <customer\_short\_name>'s agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall <customer\_short\_name> use the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

3.5.1 <customer\_short\_name> must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by <customer\_short\_name>. Such connections to other carriers may be made using either optical or electrical facilities. In cases where <customer\_short\_name>'s equipment and the equipment of the other interconnector are located in contiguous caged Collocation Spaces, <customer\_short\_name> will have the option of using <customer\_short\_name>'s own technicians to deploy co-carrier cross connects using either electrical or optical

facilities between the sets of equipment and construct its own dedicated cable support structure. <customer\_short\_name> may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. <customer\_short\_name> may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). <customer\_short\_name> is responsible for ensuring the integrity of the signal.

- 3.5.2 <customer\_short\_name> shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. <customer\_short\_name>-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, <customer\_short\_name> will have the option of using <customer\_short\_name>'s own technicians to construct its own dedicated support structure.
- 3.5.3 To order CCXCs <customer\_short\_name> must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

#### **4. Occupancy**

- 4.1 Occupancy. BellSouth will notify <customer\_short\_name> in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). <customer\_short\_name> will schedule and complete an acceptance walk-through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying <customer\_short\_name> that the Collocation Space is ready for occupancy. BellSouth will correct any deviations to <customer\_short\_name>'s original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walk-through will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walk-through will be limited to those items identified in the initial walk-through. If <customer\_short\_name> has met the fifteen (15) calendar day interval(s), billing will begin upon the date of <customer\_short\_name>'s acceptance of the Collocation Space ("Space Acceptance Date"). In the event that <customer\_short\_name> fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by <customer\_short\_name>. Billing will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner. <customer\_short\_name> must notify

BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, <customer\_short\_name>'s telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provisioning.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, <customer\_short\_name> may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate <customer\_short\_name>'s right to occupy the Collocation Space in the event <customer\_short\_name> fails to comply with any provision of this Agreement including the payment of applicable fees.

Upon termination of occupancy, <customer\_short\_name> at its expense shall remove its equipment and other property from the Collocation Space. <customer\_short\_name> shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of <customer\_short\_name>'s Guests, unless <customer\_short\_name>'s Guest has assumed responsibility for the Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. <customer\_short\_name> shall continue payment of monthly fees to BellSouth until such date as <customer\_short\_name>, and if applicable <customer\_short\_name>'s Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should <customer\_short\_name> or <customer\_short\_name>'s Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of <customer\_short\_name> or <customer\_short\_name>'s Guest(s), in any manner that BellSouth deems fit, at <customer\_short\_name>'s expense and with no liability whatsoever for <customer\_short\_name>'s property or <customer\_short\_name>'s Guest(s)'s property. Upon termination of <customer\_short\_name>'s right to occupy Collocation Space, the Collocation Space will revert back to BellSouth, and <customer\_short\_name> shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by <customer\_short\_name> except for ordinary wear and tear, unless otherwise agreed to by the Parties. <customer\_short\_name>'s BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. <customer\_short\_name> shall be responsible for the cost of removing any <customer\_short\_name> constructed enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

**5. Use of Collocation Space**

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on <customer\_short\_name>'s failure to comply with this Section.
- 5.1.3 <customer\_short\_name> shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that <customer\_short\_name> submits an application for terminations that exceed the total capacity of the collocated equipment, <customer\_short\_name> will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 <customer\_short\_name> shall identify to BellSouth whenever <customer\_short\_name> submits a Method of Procedure ("MOP") adding equipment



to <customer\_short\_name>'s Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured and otherwise, in the equipment in <customer\_short\_name>'s Collocation Space.

- 5.3 <customer\_short\_name> shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.4 <customer\_short\_name> shall place a plaque or other identification affixed to <customer\_short\_name>'s equipment necessary to identify <customer\_short\_name>'s equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. <customer\_short\_name> may elect to place <customer\_short\_name>-owned or <customer\_short\_name>-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. <customer\_short\_name> will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. <customer\_short\_name> will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to <customer\_short\_name>'s equipment in the Collocation Space. In the event <customer\_short\_name> utilizes a non-metallic, riser-type entrance facility, a splice will not be required. <customer\_short\_name> must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. <customer\_short\_name> is responsible for maintenance of the entrance facilities. At <customer\_short\_name>'s option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.5.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide <customer\_short\_name> with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to <customer\_short\_name>'s arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

- 5.5.2 Shared Use. <customer\_short\_name> may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to <customer\_short\_name>'s collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. <customer\_short\_name> must arrange with BellSouth for BellSouth to splice the <customer\_short\_name> provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit B will apply. If <customer\_short\_name> desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between <customer\_short\_name>'s equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). <customer\_short\_name> shall be responsible for providing, and a supplier certified by BellSouth ("BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to Section 7. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. <customer\_short\_name> or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between <customer\_short\_name>'s equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a <customer\_short\_name> provided Point of Termination Bay (POT Bay) in a common area within the Premises. <customer\_short\_name> shall be responsible for providing, and a supplier certified by BellSouth shall be responsible for installing and properly labeling/stenciling the POT Bay as well as installing the necessary cabling between <customer\_short\_name>'s Collocation Space and the demarcation point. <customer\_short\_name> or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that <customer\_short\_name> desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.7 <customer\_short\_name>'s Equipment and Facilities. <customer\_short\_name>, or if required by this Attachment, <customer\_short\_name>'s BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used

by <customer\_short\_name> which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. <customer\_short\_name> and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.8 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to <customer\_short\_name> at least forty-eight (48) hours before access to the Collocation Space is required. <customer\_short\_name> may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that <customer\_short\_name> will not bear any of the expense associated with this work.
- 5.9 Access. Pursuant to Section 12, <customer\_short\_name> shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. <customer\_short\_name> agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agent of <customer\_short\_name> or <customer\_short\_name>'s Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by <customer\_short\_name> and returned to BellSouth Access Management within fifteen (15) calendar days of <customer\_short\_name>'s receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. <customer\_short\_name> agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of <customer\_short\_name>'s employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with <customer\_short\_name> or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to <customer\_short\_name>'s designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to <customer\_short\_name>. <customer\_short\_name> must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date <customer\_short\_name> desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, <customer\_short\_name> may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event <customer\_short\_name> desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit

<customer\_short\_name> to access the Collocation Space accompanied by a security escort at <customer\_short\_name>'s expense. <customer\_short\_name> must request escorted access at least three (3) business days prior to the date such access is desired.

- 5.10 Lost or Stolen Access Keys. <customer\_short\_name> shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), <customer\_short\_name> shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, <customer\_short\_name> shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <customer\_short\_name> violates the provisions of this paragraph, BellSouth shall give written notice to <customer\_short\_name>, which notice shall direct <customer\_short\_name> to cure the violation within forty-eight (48) hours of <customer\_short\_name>'s actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if <customer\_short\_name> fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to <customer\_short\_name>'s equipment. BellSouth will endeavor, but is not required, to provide notice to <customer\_short\_name> prior to taking such action and shall have no liability to <customer\_short\_name> for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and <customer\_short\_name> fails to take curative action within forty-eight (48) hours then BellSouth will establish

before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to <customer\_short\_name> or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, <customer\_short\_name> shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.

- 5.12 Personalty and its Removal. Facilities and equipment placed by <customer\_short\_name> in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by <customer\_short\_name> at any time. Any damage caused to the Collocation Space by <customer\_short\_name>'s employees, agents or representatives during the removal of such property shall be promptly repaired by <customer\_short\_name> at its expense.
- 5.12.1 If <customer\_short\_name> decides to remove equipment from its Collocation Space and the removal requires no physical changes, BellSouth will bill <customer\_short\_name> an Administrative Only Application Fee as set forth in Exhibit B for these changes. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. In no case shall <customer\_short\_name> or any person acting on behalf of <customer\_short\_name> make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by <customer\_short\_name>. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee, which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 5.14 Janitorial Service. <customer\_short\_name> shall be responsible for the general upkeep of the Collocation Space. <customer\_short\_name> shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.

**6. Ordering and Preparation of Collocation Space**

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to <customer\_short\_name> and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For <customer\_short\_name> or <customer\_short\_name>'s Guest(s) initial equipment placement, <customer\_short\_name> shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 6.3 Subsequent Application. In the event <customer\_short\_name> or <customer\_short\_name>'s Guest(s) desires to modify the use of the Collocation Space after a BFFO, <customer\_short\_name> shall complete an application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by <customer\_short\_name> in the application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by <customer\_short\_name> for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This non-recurring fee will be billed on the date that BellSouth makes an Application Response.
- 6.4 Space Preferences. If <customer\_short\_name> has previously requested and received a Space Availability Report for the Premises, <customer\_short\_name> may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can-not accommodate the <customer\_short\_name>'s preference(s), <customer\_short\_name> may elect to accept the space allocated by BellSouth or may

cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify <customer\_short\_name> of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by <customer\_short\_name> or differently configured, <customer\_short\_name> must resubmit its application to reflect the actual space available.

6.6 Denial of Application. If BellSouth notifies <customer\_short\_name> that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying <customer\_short\_name> that BellSouth has no available space in the requested Premises, BellSouth will allow <customer\_short\_name>, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit <customer\_short\_name> to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

6.8.1 When space becomes available, <customer\_short\_name> must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If <customer\_short\_name> has originally requested caged Collocation

Space and cageless Collocation Space becomes available, <customer\_short\_name> may refuse such space and notify BellSouth in writing within that time that <customer\_short\_name> wants to maintain its place on the waiting list without accepting such space. <customer\_short\_name> may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If <customer\_short\_name> does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove <customer\_short\_name> from the waiting list. Upon request, BellSouth will advise <customer\_short\_name> as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

6.10 Application Response.

- 6.10.1 In Tennessee, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

6.11 Application Modifications.

- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of <customer\_short\_name> or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth may charge <customer\_short\_name> an additional application fee. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require <customer\_short\_name> to submit the application with an Initial Application Fee. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.



6.12 Bona Fide Firm Order.

6.12.1 <customer\_short\_name> shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to <customer\_short\_name>'s Bona Fide application or the application will expire.

6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of <customer\_short\_name>'s BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Tennessee, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.2 Joint Planning. Joint planning between BellSouth and <customer\_short\_name> will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion time period will be provided to <customer\_short\_name> during joint planning.

7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, <customer\_short\_name> must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide <customer\_short\_name> with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing <customer\_short\_name>'s equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and <customer\_short\_name> upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill <customer\_short\_name> directly for all work performed for <customer\_short\_name> pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to <customer\_short\_name> or any supplier proposed by <customer\_short\_name> and will not unreasonably withhold certification. All work performed by or for <customer\_short\_name> shall conform to generally accepted industry guidelines and standards.

7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. <customer\_short\_name> shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service <customer\_short\_name>'s Collocation Space. Upon request, BellSouth will provide <customer\_short\_name> with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by <customer\_short\_name>. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and physical Collocation Space has subsequently become available, <customer\_short\_name> may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by <customer\_short\_name>, such information will be provided to <customer\_short\_name> in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to <customer\_short\_name> within one hundred eighty (180) calendar days of BellSouth's written denial of <customer\_short\_name>'s request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) <customer\_short\_name> was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then <customer\_short\_name> may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation.

<customer\_short\_name> must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill <customer\_short\_name> an Administrative Only Application Fee as set forth in Exhibit B for these changes on the date that BellSouth provides an Application Response.

7.9.1 In Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.

7.10 Cancellation. If, at any time prior to space acceptance, <customer\_short\_name> cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun.

7.11 Licenses. <customer\_short\_name>, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

## 8. Rates and Charges

8.1 Recurring Charges. If <customer\_short\_name> has met the applicable fifteen (15) calendar day walk-through interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that <customer\_short\_name> fails to complete an acceptance walk-through within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner.

- 8.2 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6 (Application Response). Payment of said application fee will be due as dictated by <customer\_short\_name>'s current billing cycle and is non-refundable.
- 8.2.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by <customer\_short\_name>. This fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.3 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications, assessed per arrangement, per square foot, and common systems modifications, assessed per arrangement, per square foot, for cageless collocation and per cage for caged collocation. <customer\_short\_name> shall remit payment of the nonrecurring firm order-processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event <customer\_short\_name> opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to <customer\_short\_name> as prescribed in this Section.
- 8.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This non-recurring fee will be billed by BellSouth upon receipt of the <customer\_short\_name>'s BFFO.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, <customer\_short\_name> shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, <customer\_short\_name> shall pay floor space charges based upon the following floor space calculation:  $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$ . For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event <customer\_short\_name>'s collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, <customer\_short\_name> shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) DC power for <customer\_short\_name>'s Collocation Space at a BellSouth Power Board or

BellSouth Battery Distribution Fuse Bay (BDFB) at <customer\_short\_name>'s option within the Premises.

- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by <customer\_short\_name>'s BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by <customer\_short\_name>'s BellSouth Certified Supplier. <customer\_short\_name> is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to <customer\_short\_name>'s equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by <customer\_short\_name> must provide BellSouth a copy of the engineering power specification prior to the day on which <customer\_short\_name>'s equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and <customer\_short\_name>'s arrangement area. <customer\_short\_name> shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within <customer\_short\_name>'s arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. <customer\_short\_name> shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.
- 8.6.2 If <customer\_short\_name> elects to install its own DC Power Plant, BellSouth shall provide AC power to feed <customer\_short\_name>'s DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by <customer\_short\_name>'s BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. <customer\_short\_name>'s BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At <customer\_short\_name>'s option, <customer\_short\_name> may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to <customer\_short\_name>'s equipment or space enclosure. <customer\_short\_name> shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within

<customer\_short\_name>'s arrangement and terminations of cable within the Collocation Space.

- 8.6.3.1 In Tennessee, non-recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and <customer\_short\_name>'s arrangement area.
- 8.6.4 If <customer\_short\_name> requests a reduction in the amount of power that BellSouth is currently providing <customer\_short\_name> must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.7 Security Escort. A security escort will be required whenever <customer\_short\_name> or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and <customer\_short\_name> shall pay for such half-hour charges in the event <customer\_short\_name> fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These non-recurring fees will be billed upon receipt of <customer\_short\_name>'s BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

## **9. Insurance**

- 9.1 <customer\_short\_name> shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 <customer\_short\_name> shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of <customer\_short\_name>'s real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 <customer\_short\_name> may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to <customer\_short\_name> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by <customer\_short\_name> shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all <customer\_short\_name>'s property has been removed from BellSouth's Premises, whichever period is longer. If <customer\_short\_name> fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from <customer\_short\_name>.
- 9.5 <customer\_short\_name> shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. <customer\_short\_name> shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from <customer\_short\_name>'s insurance company. <customer\_short\_name> shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 9.6 <customer\_short\_name> must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 9.7 Self-Insurance. If <customer\_short\_name>'s net worth exceeds five hundred million dollars (\$500,000,000), <customer\_short\_name> may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. <customer\_short\_name> shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to <customer\_short\_name> in the event that self-insurance status is not granted to <customer\_short\_name>. If BellSouth approves <customer\_short\_name> for self-insurance, <customer\_short\_name> shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of <customer\_short\_name>'s corporate officers. The ability to self-insure shall continue so long as the <customer\_short\_name> meets all of the requirements of this Section. If <customer\_short\_name> subsequently no longer satisfies this Section, <customer\_short\_name> is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to <customer\_short\_name> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

**10. Mechanics Liens**

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or <customer\_short\_name>), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

**11. Inspections**

- 11.1 BellSouth may conduct an inspection of <customer\_short\_name>'s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between <customer\_short\_name>'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if <customer\_short\_name> adds equipment and may otherwise



conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide <customer\_short\_name> with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

**12. Security and Safety Requirements**

- 12.1 Unless otherwise specified, <customer\_short\_name> will be required, at its own expense, to conduct a statewide investigation of criminal history records for each <customer\_short\_name> employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the <customer\_short\_name> employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. <customer\_short\_name> shall not be required to perform this investigation if an affiliated company of <customer\_short\_name> has performed an investigation of the <customer\_short\_name> employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if <customer\_short\_name> has performed a pre-employment statewide investigation of criminal history records of the <customer\_short\_name> employee for the states/counties where the <customer\_short\_name> employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 <customer\_short\_name> will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 <customer\_short\_name> shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and <customer\_short\_name>'s name. BellSouth reserves the right to remove from its Premises any employee of <customer\_short\_name> not possessing identification issued by <customer\_short\_name> or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. <customer\_short\_name> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. <customer\_short\_name> shall be solely responsible for ensuring that any Guest of <customer\_short\_name> is in compliance with all subsections of this Section.
- 12.4 <customer\_short\_name> shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. <customer\_short\_name> shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any

<customer\_short\_name> personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that <customer\_short\_name> chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, <customer\_short\_name> may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 <customer\_short\_name> shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 <customer\_short\_name> shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each <customer\_short\_name> employee or agent hired by <customer\_short\_name> within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, <customer\_short\_name> shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, <customer\_short\_name> will disclose the nature of the convictions to BellSouth at that time. In the alternative, <customer\_short\_name> may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other <customer\_short\_name> employees requiring access to a BellSouth Premises pursuant to this Attachment, <customer\_short\_name> shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, <customer\_short\_name> shall promptly remove from BellSouth's Premises any employee of <customer\_short\_name> BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of <customer\_short\_name> is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview <customer\_short\_name>'s employees, agents, or suppliers in the event of wrongdoing

in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to <customer\_short\_name>'s Security contact of such interview. <customer\_short\_name> and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving <customer\_short\_name>'s employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill <customer\_short\_name> for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that <customer\_short\_name>'s employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill <customer\_short\_name> for BellSouth property, which is stolen or damaged where an investigation determines the culpability of <customer\_short\_name>'s employees, agents, or suppliers and where <customer\_short\_name> agrees, in good faith, with the results of such investigation. <customer\_short\_name> shall notify BellSouth in writing immediately in the event that <customer\_short\_name> discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. <customer\_short\_name> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.

- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

**13. Destruction of Collocation Space**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for <customer\_short\_name>'s permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further

liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for <customer\_short\_name>'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to <customer\_short\_name>, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. <customer\_short\_name> may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If <customer\_short\_name>'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by <customer\_short\_name>. Where allowed and where practical, <customer\_short\_name> may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, <customer\_short\_name> shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for <customer\_short\_name>'s permitted use, until such Collocation Space is fully repaired and restored and <customer\_short\_name>'s equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where <customer\_short\_name> has placed an Adjacent Arrangement pursuant to Section 3, <customer\_short\_name> shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14. Eminent Domain**

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and <customer\_short\_name> shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and <customer\_short\_name> agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and <customer\_short\_name> shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. <customer\_short\_name> should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for <customer\_short\_name> to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. <customer\_short\_name> will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by <customer\_short\_name> when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the <customer\_short\_name> space with proper notification. BellSouth reserves the right to stop any <customer\_short\_name> work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by <customer\_short\_name> are owned by <customer\_short\_name>. <customer\_short\_name> will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by <customer\_short\_name> or different hazardous materials used by <customer\_short\_name> at BellSouth Premises.

**15. Nonexclusivity**

- 15.1 <customer\_short\_name> understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

<customer\_short\_name> must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by <customer\_short\_name> to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and <customer\_short\_name> will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and <customer\_short\_name> will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, <customer\_short\_name> must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and <customer\_short\_name> shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.
2. **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**
- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, <customer\_short\_name> agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. <customer\_short\_name> further agrees to cooperate with BellSouth to ensure that <customer\_short\_name>'s employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by <customer\_short\_name>, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from <customer\_short\_name>'s BellSouth Account Team Collocation Coordinator (ATCC) Representative.

| ENVIRONMENTAL CATEGORIES                                   | ENVIRONMENTAL ISSUES  | ADDRESSED BY THE FOLLOWING DOCUMENTATION |
|--|---|--|
| Disposal of hazardous material or other regulated material | Compliance with all applicable local, state, & federal laws and regulations | Std T&C 450<br>Fact Sheet Series 17000   |

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|---|---|---|
| (e.g., batteries, fluorescent tubes, solvents & cleaning materials)   | regulations<br><br>Pollution liability insurance<br><br>EVET approval of supplier   | Std T&C 660-3<br><br>Approved Environmental Vendor List (Contact ATCC Representative)   |
| Emergency response  | Hazmat/waste release/spill fire safety emergency  | Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)                              |
| Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks) | Compliance with all applicable local, state, & federal laws and regulations<br><br>Performance of services in accordance with BST's environmental M&Ps<br><br>Insurance | Std T&C 450<br><br>Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.)<br><br>Std T&C 660                 |
| Transportation of hazardous material  | Compliance with all applicable local, state, & federal laws and regulations<br><br>Pollution liability insurance<br><br>EVET approval of supplier                       | Std T&C 450<br>Fact Sheet Series 17000<br><br>Std T&C 660-3<br><br>Approved Environmental Vendor List (Contact ATCC Representative) |
| Maintenance/operations work which may produce a waste<br><br>Other maintenance work   | Compliance with all applicable local, state, & federal laws and regulations<br><br>Protection of BST employees and equipment  | Std T&C 450<br><br>29CFR 1910.147 (OSHA Standard)<br>29CFR 1910 Subpart O (OSHA Standard)   |
| Janitorial services   | All waste removal and disposal must conform to all applicable federal, state and local regulations<br><br>All Hazardous Material and                                    | Procurement Manager (CRES Related Matters)-BST Supply Chain Services  |



|   |   |  |
|---|---|--|
|   | Waste<br><br>Asbestos notification and protection of employees and equipment  | Fact Sheet Series 17000<br><br>GU-BTEN-001BT, Chapter 3<br>BSP 010-170-001BS<br>(Hazcom)   |
| Manhole cleaning  | Compliance with all applicable local, state, & federal laws and regulations<br><br>Pollution liability insurance<br><br>EVET approval of supplier | Std T&C 450<br>Fact Sheet 14050<br>BSP 620-145-011PR<br>Issue A, August 1996<br><br>Std T&C 660-3<br><br>Approved Environmental Vendor List (Contact ATCC Representative)  |
| Removing or disturbing building materials that may contain asbestos | Asbestos work practices   | GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center:<br>AL, MS, TN, KY & LA (local area code) 557-6194<br>FL, GA, NC & SC (local area code) 780-2740 |

### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

#### 4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

## **Attachment 4**

### **Remote Site Physical Collocation**

**BELLSOUTH**  
**REMOTE SITE PHYSICAL COLLOCATION**

**1. Scope of Attachment**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when <customer\_short\_name> is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to <customer\_short\_name> Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth will allow <customer\_short\_name> to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by <customer\_short\_name> and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth remote locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 In all states other than Florida, the number of racks/bays specified by <customer\_short\_name> may contemplate a request for space sufficient to accommodate <customer\_short\_name>'s growth within a two year period.
- 1.3.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3.3 Intentionally Left Blank.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies <customer\_short\_name> that

BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon <customer\_short\_name>'s request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for <customer\_short\_name>. <customer\_short\_name> agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for <customer\_short\_name>. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for <customer\_short\_name> as above, <customer\_short\_name> shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with <customer\_short\_name> in obtaining such permission.

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. <customer\_short\_name> will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. <customer\_short\_name> shall use the Remote Collocation Space for the purposes of installing, maintaining and operating <customer\_short\_name>'s equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. <customer\_short\_name> agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
  - 2.1 Space Availability Report. Upon request from <customer\_short\_name>, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of

collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

- 2.1.1 The request from <customer\_short\_name> for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If <customer\_short\_name> is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, <customer\_short\_name> may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, <customer\_short\_name> should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. <customer\_short\_name> should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify <customer\_short\_name> and inform <customer\_short\_name> of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide <customer\_short\_name> with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a <customer\_short\_name> request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by <customer\_short\_name>, up to a maximum of thirty (30) wire centers per <customer\_short\_name> request per month per state, and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) <customer\_short\_name> agrees to pay the costs incurred by BellSouth in providing the information.

3. **Collocation Options**

- 3.1 **Cageless.** BellSouth shall allow <customer\_short\_name> to collocate <customer\_short\_name>'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow <customer\_short\_name> to have direct access to <customer\_short\_name>'s equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where <customer\_short\_name>'s equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, <customer\_short\_name> must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant.
- 3.2 **Caged.** At <customer\_short\_name>'s expense, <customer\_short\_name> may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. <customer\_short\_name>'s Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with <customer\_short\_name> and provide, at <customer\_short\_name>'s expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for <customer\_short\_name> to obtain the zoning, permits and/or other licenses. <customer\_short\_name>'s Certified Supplier shall bill <customer\_short\_name> directly for all work performed for <customer\_short\_name> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by <customer\_short\_name>'s Certified Supplier. <customer\_short\_name> must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access <customer\_short\_name>'s locked enclosure prior to notifying <customer\_short\_name>. Upon request, BellSouth shall construct the enclosure for <customer\_short\_name>.
- 3.2.1 BellSouth may elect to review <customer\_short\_name>'s plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to <customer\_short\_name> indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if <customer\_short\_name> has indicated their desire to construct their own enclosure. If <customer\_short\_name>'s Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to

review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review <customer\_short\_name>'s plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require <customer\_short\_name> to remove or correct within seven (7) calendar days at <customer\_short\_name>'s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.3 Shared Collocation. <customer\_short\_name> may allow other telecommunications carriers to share <customer\_short\_name>'s Remote Collocation Space pursuant to terms and conditions agreed to by <customer\_short\_name> ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. <customer\_short\_name> shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by <customer\_short\_name> that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and <customer\_short\_name>.

3.3.1 <customer\_short\_name>, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide <customer\_short\_name> with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, <customer\_short\_name> shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this non-recurring fee on the date that BellSouth provides its written response ("Application Response").

3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these



interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.

- 3.3.3 <customer\_short\_name> shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of <customer\_short\_name>'s Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by <customer\_short\_name> and in conformance with BellSouth's design and construction specifications. Further, <customer\_short\_name> shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should <customer\_short\_name> elect Adjacent Collocation, <customer\_short\_name> must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, <customer\_short\_name> and <customer\_short\_name>'s Certified Supplier must comply with local building code requirements. <customer\_short\_name>'s Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. <customer\_short\_name>'s Certified Supplier shall bill <customer\_short\_name> directly for all work performed for <customer\_short\_name> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by <customer\_short\_name>'s Certified Supplier. <customer\_short\_name> must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access <customer\_short\_name>'s locked enclosure prior to notifying <customer\_short\_name>.
- 3.4.2 <customer\_short\_name> must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review <customer\_short\_name>'s plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s)

during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require <customer\_short\_name> to remove or correct within seven (7) calendar days at <customer\_short\_name>'s expense any structure that does not meet these plans and specifications.

- 3.4.3 <customer\_short\_name> shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At <customer\_short\_name>'s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit <customer\_short\_name> to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same remote site premises. Both <customer\_short\_name>'s agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall <customer\_short\_name> use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 <customer\_short\_name> must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by <customer\_short\_name>. Such connections to other carriers may be made using either optical or electrical facilities. In cases where <customer\_short\_name>'s equipment and the equipment of the other interconnector are located in contiguous caged Collocation Spaces, <customer\_short\_name> will have the option of using <customer\_short\_name>'s own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. <customer\_short\_name> may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. <customer\_short\_name> may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). <customer\_short\_name> is responsible for ensuring the integrity of the signal.
- 3.5.2 <customer\_short\_name> shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. <customer\_short\_name>-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of

common cable support structure used. In the case of two contiguous caged collocation arrangements, <customer\_short\_name> will have the option of using <customer\_short\_name>'s own technicians to construct its own dedicated support structure.

- 3.5.3 To order CCXCs <customer\_short\_name> must submit an Initial Application or Subsequent Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

- 4.1 **Occupancy.** BellSouth will notify <customer\_short\_name> in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). <customer\_short\_name> will schedule and complete an acceptance walk-through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying <customer\_short\_name> that Remote Collocation Space is ready for occupancy ("Space Ready Date"). . BellSouth will correct any deviations to <customer\_short\_name>'s original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walk-through will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walk-through will be limited to those items identified in the initial walk-through. If <customer\_short\_name> has met the fifteen (15) calendar day interval(s), billing will begin upon the date of <customer\_short\_name>'s acceptance of the Collocation Space ("Space Acceptance Date"). In the event that <customer\_short\_name> fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by <customer\_short\_name>. Billing will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner. <customer\_short\_name> must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, <customer\_short\_name>'s telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, <customer\_short\_name> may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate <customer\_short\_name>'s right to

occupy the Remote Collocation Space in the event <customer\_short\_name> fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, <customer\_short\_name> at its expense shall remove its equipment and other property from the Remote Collocation Space. <customer\_short\_name> shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of <customer\_short\_name>'s Guests, unless <customer\_short\_name>'s Guest has assumed responsibility for the Remote Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. <customer\_short\_name> shall continue payment of monthly fees to BellSouth until such date as <customer\_short\_name>, and if applicable <customer\_short\_name>'s Guest, has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should <customer\_short\_name> or <customer\_short\_name>'s Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of <customer\_short\_name> or <customer\_short\_name>'s Guest, in any manner that BellSouth deems fit, at <customer\_short\_name>'s expense and with no liability whatsoever for <customer\_short\_name> or <customer\_short\_name>'s Guest's property. Upon termination of <customer\_short\_name>'s right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and <customer\_short\_name> shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the <customer\_short\_name> except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts <customer\_short\_name>'s BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Record Drawings and ERMA Records. <customer\_short\_name> shall be responsible for the cost of removing any <customer\_short\_name> constructed enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

## **5. Use of Remote Collocation Space**

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocated Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on <customer\_short\_name>'s failure to comply with this Section.
- 5.1.2.1 All <customer\_short\_name> equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.1.3 <customer\_short\_name> shall identify to BellSouth whenever <customer\_short\_name> submits a Method of Procedure ("MOP") adding equipment to <customer\_short\_name>'s Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in <customer\_short\_name>'s Remote Collocation Space.
- 5.2 <customer\_short\_name> shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 <customer\_short\_name> shall place a plaque or other identification affixed to <customer\_short\_name>'s equipment to identify <customer\_short\_name>'s equipment, including a list of emergency contacts with telephone numbers.

- 5.4 Entrance Facilities. <customer\_short\_name> may elect to place <customer\_short\_name>-owned or <customer\_short\_name>-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. <customer\_short\_name> will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. <customer\_short\_name> must contact BellSouth for instructions prior to placing the entrance facility cable. <customer\_short\_name> is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. <customer\_short\_name> may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to <customer\_short\_name>'s collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Exhibit B will apply. If <customer\_short\_name> desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between <customer\_short\_name>'s equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. <customer\_short\_name> or its agent must perform all required maintenance to <customer\_short\_name> equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 <customer\_short\_name>'s Equipment and Facilities. <customer\_short\_name>, or if required by this Attachment, <customer\_short\_name>'s Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by <customer\_short\_name> which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. <customer\_short\_name> and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.8 Access. Pursuant to Section 12, <customer\_short\_name> shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week.

<customer\_short\_name> agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of <customer\_short\_name> or <customer\_short\_name>'s Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by <customer\_short\_name> and returned to BellSouth Access Management within fifteen (15) calendar days of <customer\_short\_name>'s receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances.

<customer\_short\_name> agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of <customer\_short\_name>'s employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with <customer\_short\_name> or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

- 5.8.1 BellSouth will permit one accompanied site visit to <customer\_short\_name>'s designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to <customer\_short\_name>. <customer\_short\_name> must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date <customer\_short\_name> desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, <customer\_short\_name> may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event <customer\_short\_name> desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit <customer\_short\_name> to access the Remote Collocation Space accompanied by a security escort at <customer\_short\_name>'s expense. <customer\_short\_name> must request escorted access at least three (3) business days prior to the date such access is desired.

- 5.9 Lost or Stolen Access Keys. <customer\_short\_name> shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), <customer\_short\_name> shall pay for all reasonable costs associated with the re-keying or deactivating the card.

- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, <customer\_short\_name> shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the

equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <customer\_short\_name> violates the provisions of this paragraph, BellSouth shall give written notice to <customer\_short\_name>, which notice shall direct <customer\_short\_name> to cure the violation within forty-eight (48) hours of <customer\_short\_name>'s actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if <customer\_short\_name> fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to <customer\_short\_name>'s equipment. BellSouth will endeavor, but is not required, to provide notice to <customer\_short\_name> prior to taking such action and shall have no liability to <customer\_short\_name> for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and <customer\_short\_name> fails to take curative action within 48 hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to <customer\_short\_name> or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, <customer\_short\_name> shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by <customer\_short\_name> in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote



Collocation Space but shall retain their status as personalty and may be removed by <customer\_short\_name> at any time. Any damage caused to the Remote Collocation Space by <customer\_short\_name>'s employees, agents or representatives shall be promptly repaired by <customer\_short\_name> at its expense.

- 5.11.1 If <customer\_short\_name> decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill <customer\_short\_name> an Administrative Only Application Fee as set forth in Exhibit B for these changes. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.

- 5.12 Alterations. In no case shall <customer\_short\_name> or any person acting on behalf of <customer\_short\_name> make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by <customer\_short\_name>. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.

- 5.13 Upkeep of Remote Collocation Space. <customer\_short\_name> shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. <customer\_short\_name> shall be responsible for removing any <customer\_short\_name> debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

## 6. Ordering and Preparation of Remote Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to <customer\_short\_name> and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Initial Application. For <customer\_short\_name> or <customer\_short\_name>'s Guest(s) initial equipment placement, <customer\_short\_name> shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response.

- 6.3 Subsequent Application In the event <customer\_short\_name> or <customer\_short\_name>'s Guest(s) desires to modify the use of the Remote Collocation Space after a BFFO, <customer\_short\_name> shall complete an application detailing all information regarding the modification to the Remote Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Remote Site Location are required to accommodate the change requested by <customer\_short\_name> in the application. Such necessary modifications to the Remote Site Location may include, but are not limited to floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Application Fee for Subsequent Application. The application fee paid by <customer\_short\_name> for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Exhibit B. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 6.4 Availability of Space. Upon submission of an application, BellSouth will permit <customer\_short\_name> to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify <customer\_short\_name> of the amount that is available.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify <customer\_short\_name> of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by <customer\_short\_name> or differently configured, <customer\_short\_name> must resubmit its application to reflect the actual space available.

- 6.6 Denial of Application. If BellSouth notifies <customer\_short\_name> that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying <customer\_short\_name> that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow <customer\_short\_name>, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit <customer\_short\_name> to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 When space becomes available, <customer\_short\_name> must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If <customer\_short\_name> has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, <customer\_short\_name> may refuse such space and notify BellSouth in writing within that time that <customer\_short\_name> wants to maintain its place on the waiting list without accepting such space. <customer\_short\_name> may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If <customer\_short\_name> does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove <customer\_short\_name> from the waiting list. Upon request, BellSouth will advise <customer\_short\_name> as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days

of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.10 Application Response.

- 6.10.1 In Tennessee when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.11 Application Modifications.

- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of <customer\_short\_name> or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge <customer\_short\_name> a full application fee as set forth in Exhibit B. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.

6.12 Bona Fide Firm Order.

- 6.12.1 <customer\_short\_name> shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to <customer\_short\_name>'s Bona Fide application or the application will expire.
- 6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of <customer\_short\_name>'s BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO or as agreed to by the Parties. The Parties may

mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide <customer\_short\_name> with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and <customer\_short\_name> will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to <customer\_short\_name> during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walk-through. <customer\_short\_name> will schedule and complete an acceptance walk-through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying <customer\_short\_name> that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). In the event that <customer\_short\_name> fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by <customer\_short\_name>. BellSouth will correct any deviations to <customer\_short\_name>'s original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. <customer\_short\_name> shall select a supplier which has been approved by BellSouth to perform all engineering and installation work <customer\_short\_name> and <customer\_short\_name>'s BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, <customer\_short\_name> must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide <customer\_short\_name> with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing <customer\_short\_name>'s equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and <customer\_short\_name> upon successful completion of installation. The BellSouth

Certified Supplier shall bill <customer\_short\_name> directly for all work performed for <customer\_short\_name> pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to <customer\_short\_name> or any supplier proposed by <customer\_short\_name> and will not unreasonably withhold certification. All work performed by or for <customer\_short\_name> shall conform to generally accepted industry guidelines and standards.

7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. <customer\_short\_name> shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service <customer\_short\_name>'s Remote Collocation Space. Upon request, BellSouth will provide <customer\_short\_name> with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by <customer\_short\_name>. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

7.8 Virtual Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, <customer\_short\_name> may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by <customer\_short\_name>, such information will be provided to <customer\_short\_name> in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to <customer\_short\_name> within one hundred eighty 180 calendar days of BellSouth's written denial of <customer\_short\_name>'s request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) <customer\_short\_name> was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty 180 calendar days, then <customer\_short\_name> may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. <customer\_short\_name> must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill <customer\_short\_name> an Administrative Only Application Fee as set forth in Exhibit B for these changes on the date that BellSouth provides an Application Response.
- 7.9.1 In Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, <customer\_short\_name> cancels its order for the Remote Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun.
- 7.11 Licenses. <customer\_short\_name>, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
8. Rates and Charges
- 8.1 Recurring Charges. If <customer\_short\_name> has met the applicable fifteen (15) calendar day walk-through interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that <customer\_short\_name> fails to complete an acceptance walk-through within the applicable fifteen (15) calendar day interval, billing for recurring charges will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner.
- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to

Section 2. Payment of said Application Fee will be due as dictated by <customer\_short\_name>'s current billing cycle and is non-refundable.

- 8.2.1 In Tennessee the applicable Application Fee is the Planning Fee for both Initial Applications and Subsequent Applications placed by <customer\_short\_name>. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power <customer\_short\_name>'s equipment. <customer\_short\_name> shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for <customer\_short\_name>'s Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at <customer\_short\_name>'s option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for <customer\_short\_name>'s equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis.
- 8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by <customer\_short\_name>'s BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. <customer\_short\_name>'s BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At <customer\_short\_name>'s option, <customer\_short\_name> may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever <customer\_short\_name> or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and <customer\_short\_name> shall pay for such half-hour charges in the event <customer\_short\_name> fails to show up.



8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. **Insurance**

9.1 <customer\_short\_name> shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

9.2 <customer\_short\_name> shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of <customer\_short\_name>'s real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 <customer\_short\_name> may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to <customer\_short\_name> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by <customer\_short\_name> shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of <customer\_short\_name>'s property has been removed from BellSouth's Remote Site Location, whichever period is longer. If <customer\_short\_name> fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from <customer\_short\_name>.

- 9.5 <customer\_short\_name> shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. <customer\_short\_name> shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from <customer\_short\_name>'s insurance company. <customer\_short\_name> shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375

- 9.6 <customer\_short\_name> must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If <customer\_short\_name>'s net worth exceeds five hundred million dollars (\$500,000,000), <customer\_short\_name> may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. <customer\_short\_name> shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to <customer\_short\_name> in the event that self-insurance status is not granted to <customer\_short\_name>. If BellSouth approves <customer\_short\_name> for self-insurance, <customer\_short\_name> shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of <customer\_short\_name>'s corporate officers. The ability to self-insure shall continue so long as <customer\_short\_name> meets all of the requirements of this Section. If <customer\_short\_name> subsequently no longer satisfies this Section, <customer\_short\_name> is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to <customer\_short\_name> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

**10. Mechanics Liens**

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or <customer\_short\_name>), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

**11. Inspections**

- 11.1 BellSouth may conduct an inspection of <customer\_short\_name>'s equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between <customer\_short\_name>'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if <customer\_short\_name> adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide <customer\_short\_name> with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

**12. Security and Safety Requirements**

- 12.1 Unless otherwise specified, <customer\_short\_name> will be required, at its own expense, to conduct a statewide investigation of criminal history records for each <customer\_short\_name> employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the <customer\_short\_name> employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. <customer\_short\_name> shall not be required to perform this investigation if an affiliated company of <customer\_short\_name> has performed an investigation of the <customer\_short\_name> employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if <customer\_short\_name> has performed a pre-employment statewide investigation of criminal history records of the <customer\_short\_name> employee for the states/counties where the <customer\_short\_name> employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 <customer\_short\_name> will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 <customer\_short\_name> shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and <customer\_short\_name>'s name. BellSouth reserves the right to remove from its Remote Site Location any employee of <customer\_short\_name> not possessing identification issued by <customer\_short\_name> or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. <customer\_short\_name> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. <customer\_short\_name> shall be solely responsible for ensuring that any Guest of <customer\_short\_name> is in compliance with all subsections of this Section 12.
- 12.4 <customer\_short\_name> shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. <customer\_short\_name> shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any <customer\_short\_name> personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that <customer\_short\_name> chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, <customer\_short\_name> may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 <customer\_short\_name> shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 <customer\_short\_name> shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each <customer\_short\_name> employee or agent hired by <customer\_short\_name> within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, <customer\_short\_name> shall furnish BellSouth, prior to an employee gaining such access, a certification that the

aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, <customer\_short\_name> will disclose the nature of the convictions to BellSouth at that time. In the alternative, <customer\_short\_name> may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 12.5.1 For all other <customer\_short\_name> employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, <customer\_short\_name> shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, <customer\_short\_name> shall promptly remove from BellSouth's Remote Site Location any employee of <customer\_short\_name> BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of <customer\_short\_name> is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview <customer\_short\_name>'s employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to <customer\_short\_name>'s Security contact of such interview. <customer\_short\_name> and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving <customer\_short\_name>'s employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill <customer\_short\_name> for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that <customer\_short\_name>'s employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill <customer\_short\_name> for BellSouth property, which is stolen or damaged where an investigation determines the culpability of <customer\_short\_name>'s employees, agents, or suppliers and where <customer\_short\_name> agrees, in good faith, with the results of such investigation. <customer\_short\_name> shall notify BellSouth in writing immediately in the event that the <customer\_short\_name> discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section.

<customer\_short\_name> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

**13. Destruction of Remote Collocation Space**

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for <customer\_short\_name>'s permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for <customer\_short\_name>'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to <customer\_short\_name>, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. <customer\_short\_name> may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If <customer\_short\_name>'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by <customer\_short\_name>. Where allowed and where practical, <customer\_short\_name> may erect a temporary facility while BellSouth rebuilds or

makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, <customer\_short\_name> shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for <customer\_short\_name>'s permitted use, until such Remote Collocation Space is fully repaired and restored and <customer\_short\_name>'s equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where <customer\_short\_name> has placed a Remote Site Adjacent Arrangement pursuant to Section 3, <customer\_short\_name> shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

**14. Eminent Domain**

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and <customer\_short\_name> shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

**15. Nonexclusivity**

- 15.1 <customer\_short\_name> understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and <customer\_short\_name> agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and <customer\_short\_name> shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. <customer\_short\_name> should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for <customer\_short\_name> to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. <customer\_short\_name> will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by <customer\_short\_name> when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the <customer\_short\_name> space with proper notification. BellSouth reserves the right to stop any <customer\_short\_name> work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by <customer\_short\_name> are owned by <customer\_short\_name>. <customer\_short\_name> will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by <customer\_short\_name> or



different hazardous materials used by <customer\_short\_name> at the BellSouth Remote Site Location. <customer\_short\_name> must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by <customer\_short\_name> to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and <customer\_short\_name> will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and <customer\_short\_name> will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, <customer\_short\_name> must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and <customer\_short\_name> shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Remote Site Location.

## 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, <customer\_short\_name> agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. <customer\_short\_name> further agrees to cooperate with BellSouth to ensure that <customer\_short\_name>'s employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by <customer\_short\_name>, its employees, agents and/or suppliers.
- 2.1.1 The most current version of reference documentation must be requested from <customer\_short\_name>'s BellSouth Account Team Collocation Coordinator (ATCC) Representative.

| ENVIRONMENTAL CATEGORIES       | ENVIRONMENTAL ISSUES           | ADDRESSED BY THE FOLLOWING DOCUMENTATION |
|--------------------------------|--------------------------------|--|
| Disposal of hazardous material | Compliance with all applicable | • Std T&C 450                            |

|   |  |   |
|---|--|---|
| or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)   | <p>local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>  | <ul style="list-style-type: none"> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>                            |
| Emergency response  | Hazmat/waste release/spill fire safety emergency   | <ul style="list-style-type: none"> <li>• Fact Sheet Series 1700</li> <li>• Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)</li> </ul>                                |
| Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks) | <p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&amp;Ps</p> <p>Insurance</p> | <ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Std T&amp;C 450-B (Contact ATCC Representative for copy of appropriate E/S M&amp;Ps.)</li> <li>• Std T&amp;C 660</li> </ul>                 |
| Transportation of hazardous material  | <p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>                           | <ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul> |
| <p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>  | <p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Protection of BST employees and equipment</p>  | <ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• 29CFR 1910.147 (OSHA Standard)</li> <li>• 29CFR 1910 Subpart O (OSHA Standard)</li> </ul>   |
| Janitorial services   | <p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p>                                      | <ul style="list-style-type: none"> <li>• –Procurement Manager (CRES Related Matters)-BST Supply Chain Services</li> </ul>   |

|   |  |   |
|---|--|---|
|   | Asbestos notification and protection of employees and equipment  | <ul style="list-style-type: none"> <li>• Fact Sheet Series 17000</li> <li>• GU-BTEN-001BT, Chapter 3</li> <li>• BSP 010-170-001BS (Hazcom)</li> </ul>   |
| Manhole cleaning  | <p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p> | <ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet 14050</li> <li>• BSP 620-145-011PR Issue A, August 1996</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>  |
| Removing or disturbing building materials that may contain asbestos | Asbestos work practices  | <ul style="list-style-type: none"> <li>• GU-BTEN-001BT, Chapter 3</li> </ul> <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center:<br/>AL, MS, TN, KY &amp; LA<br/>(local area code) 557-6194<br/>FL, GA, NC &amp; SC<br/>(local area code) 780-2740</p> |

### 3. DEFINITIONS

**Generator.** Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

**Hazardous Chemical.** As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

**Hazardous Waste.** As defined in section 1004 of RCRA.

**Imminent Danger.** Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

**Spill or Release.** As defined in Section 101 of CERCLA.

#### 4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

| ODUF/EODUF - Tennessee   |   |         |     |      |            |                    |       |                    |                                  |                                      |                  |        |       |            |  |   |   |  |
|--|---|---------|-----|------|------------|--------------------|-------|--------------------|----------------------------------|--------------------------------------|------------------|--------|-------|------------|--|---|---|--|
| CATEGORY   | RATE ELEMENTS   | Interim | BCS | USOC | RATES (\$) |                    |       |                    | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 1    |        |       | Exhibit: G |  |   |   |  |
|  |   |         |     |      | Rec        | Nonrecurring First | Add'l | Nonrecurring First |                                  |                                      | Disconnect Add'l | SOMECC | SOMAN | SOMAN      | Incremental Charge - Manual Order vs. Electronic-1st | Incremental Charge - Manual Order vs. Electronic-Disc 1st | Incremental Charge - Manual Order vs. Electronic-Disc Add'l |  |
| ODUF/EODUF   |   |         |     |      |            |                    |       |                    |                                  |                                      |                  |        |       |            |  |   |   |  |
|  | OPTIONAL DAILY USAGE FILE (ODUF)                        |         |     |      |            |                    |       |                    |                                  |                                      |                  |        |       |            |  |   |   |  |
|  | ODUF: Recording, per message                            |         |     | N/A  | 0.0000044  |                    |       |                    |                                  |                                      |                  |        |       |            |  |   |   |  |
|  | ODUF: Message Processing, per message                   |         |     | N/A  | 0.0027366  |                    |       |                    |                                  |                                      |                  |        |       |            |  |   |   |  |
|  | ODUF: Message Processing, per Magnetic Tape provisioned |         |     | N/A  | 52.75      |                    |       |                    |                                  |                                      |                  |        |       |            |  |   |   |  |
|  | ODUF: Data Transmission (CONNECT/DIRECT), per message   |         |     | N/A  | 0.0000339  |                    |       |                    |                                  |                                      |                  |        |       |            |  |   |   |  |
|  | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)              |         |     |      |            |                    |       |                    |                                  |                                      |                  |        |       |            |  |   |   |  |
|  | EODUF: Message Processing, per message                  |         |     | N/A  | 0.004      |                    |       |                    |                                  |                                      |                  |        |       |            |  |   |   |  |
| Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. |   |         |     |      |            |                    |       |                    |                                  |                                      |                  |        |       |            |  |   |   |  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee   |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |
|--|---|-------------|------|-------------|--------|-----------------------|-------|-----------------------|-------|---|---|---|--|---|---|
| CATEGORY   | RATE ELEMENTS   | Interl<br>m | Zone | BCS         | USOC   | RATES(\$)             |       |                       |       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2<br>Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Exhibit: D<br>Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |   |             |      |             |        | Nonrecurring<br>First | Add'l | Nonrecurring<br>First | Add'l |   |   |   |  |   |   |
| The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by C O, refer to Internet Website:<br><a href="http://www.interconnection.bellsouth.com/become_a_dechtml/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_dechtml/interconnection.htm</a>  |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |
| OPERATIONAL SUPPORT SYSTEMS  |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |
| NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.  |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |
| NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECH rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMECH rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth. |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |
|  | Electronic OSS Charge, per LSR, submitted via BST's OSS Interactive Interfaces (Regional) |             |      |             | SOMECH |                       |       | 3.50                  |       |   |   |   |  |   |   |
| UNE SERVICE DATE ADVANCEMENT CHARGE  |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |
|  | UNE Expedite Charge per Circuit or Line Assignable USOC, per Day                          |             |      | ALL UNE     | SDASP  |                       |       | 200.00                |       |   |   |   |  |   |   |
| UNBUNDLED EXCHANGE ACCESS LOOP   |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |
| 2-WIRE ANALOG VOICE GRADE LOOP   |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |
|  | 2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 1                                 |             | 1    | UEANL       | UEAL2  | 13.19                 | 31.99 | 20.02                 | 10.65 | 1.41                                      |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | 2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 2                                 |             | 2    | UEANL       | UEAL2  | 17.23                 | 31.99 | 20.02                 | 10.65 | 1.41                                      |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | 2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 3                                 |             | 3    | UEANL       | UEAL2  | 22.53                 | 31.99 | 20.02                 | 10.65 | 1.41                                      |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | Loop Testing - Basic 1st Half Hour  |             |      | UEANL       | URET1  |                       | 78.92 | 78.92                 |       |   |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | Loop Testing - Basic Additional Half Hour   |             |      | UEANL       | URET1A |                       | 23.33 | 23.33                 |       |   |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | CLEC to CLEC Conversion Charge Without Outside Dispatch (UWL-SL1)                         |             |      | UEANL       | UREWO  |                       | 15.80 | 8.95                  |       |   |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | Unbundled Voice Loop, Unbundled Non-Design Voice Loop, billing for BST providing make-up  |             |      | UEANL       | UEANM  |                       | 28.80 | 28.80                 |       |   |   |   |  |   |   |
|  | Manual Order Coordination for UWL-SL1s (per loop)   |             |      | UEANL       | UEAMC  |                       | 36.52 | 36.52                 |       |   |   |   |  |   |   |
|  | Order Coordination for Specified Conversion Time for UWL-SL1 (per LSR)                    |             |      | UEANL       | OCOSL  |                       | 34.29 | 34.29                 |       |   |   |   |  |   |   |
| 2-WIRE UNBUNDLED COPPER LOOP   |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |
|  | 2-Wire Unbundled Copper Loop - Non-Design Zone 1  |             | 1    | UEQ         | UEQ2X  | 13.19                 | 31.99 | 20.02                 | 10.65 | 1.41                                      |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | 2 Wire Unbundled Copper Loop - Non-Design - Zone 2  |             | 2    | UEQ         | UEQ2X  | 17.23                 | 31.99 | 20.02                 | 10.65 | 1.41                                      |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | 2 Wire Unbundled Copper Loop - Non-Design - Zone 3  |             | 3    | UEQ         | UEQ2X  | 22.53                 | 31.99 | 20.02                 | 10.65 | 1.41                                      |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | Order Coordination 2 Wire Unbundled Copper Loop - Non-Design (per loop)                   |             |      | UEQ         | USBMC  |                       | 36.52 | 36.52                 |       |   |   |   |  |   |   |
|  | Unbundled Copper Loop, Non-Design Billing for BST providing make-up                       |             |      | UEQ         | UEQMU  |                       | 28.80 | 28.80                 |       |   |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | Loop Testing - Basic 1st Half Hour  |             |      | UEQ         | URET1  |                       | 78.92 | 78.92                 |       |   |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | Loop Testing - Basic Additional Half Hour   |             |      | UEQ         | URET1A |                       | 23.33 | 23.33                 |       |   |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)                          |             |      | UEQ         | UREWO  |                       | 14.29 | 7.44                  |       |   |   | 20.35   | 10.54  | 13.32   | 13.32   |
| UNBUNDLED EXCHANGE ACCESS LOOP   |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |
| 2-WIRE ANALOG VOICE GRADE LOOP   |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |
|  | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1                     |             | 1    | UEPSR UEPSB | UEALS  | 13.19                 | 31.99 | 20.02                 | 10.65 | 1.41                                      |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1                     |             | 1    | UEPSR UEPSB | UEABS  | 13.19                 | 31.99 | 20.02                 | 10.65 | 1.41                                      |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 2                     |             | 2    | UEPSR UEPSB | UEALS  | 17.23                 | 31.99 | 20.02                 | 10.65 | 1.41                                      |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 2                     |             | 2    | UEPSR UEPSB | UEABS  | 17.23                 | 31.99 | 20.02                 | 10.65 | 1.41                                      |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3                     |             | 3    | UEPSR UEPSB | UEALS  | 22.53                 | 31.99 | 20.02                 | 10.65 | 1.41                                      |   | 20.35   | 10.54  | 13.32   | 13.32   |
|  | 2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3                     |             | 3    | UEPSR UEPSB | UEABS  | 22.53                 | 31.99 | 20.02                 | 10.65 | 1.41                                      |   | 20.35   | 10.54  | 13.32   | 13.32   |
| UNE Loop Rates for Line Splitting  |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1                                 |             | 1    | UEPRX       | UEPLX  | 14.18                 |       |                       |       |   |   |   |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2                                 |             | 2    | UEPRX       | UEPLX  | 18.01                 |       |                       |       |   |   |   |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 3                                 |             | 3    | UEPRX       | UEPLX  | 23.02                 |       |                       |       |   |   |   |  |   |   |
| UNBUNDLED EXCHANGE ACCESS LOOP   |   |             |      |             |        |                       |       |                       |       |   |   |   |  |   |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |         |      |     |       |                    |        |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|--|---|---------|------|-----|-------|--------------------|--------|--------------------|-------|----------------------------------|--------------------------------------|---------------|-------|--|-------|--|-------|--|-------|
| CATEGORY                               | RATE ELEMENTS   | Interim | Zone | BCS | USOC  | RATES(\$)          |        |                    |       | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 |       | Exhibit: D   |       |  |       |  |       |
|  |   |         |      |     |       | Nonrecurring First | Add'l  | Nonrecurring First | Add'l |                                  |                                      | SOME          | SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-1st | SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-1st | SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-1st | SOMAN |
|  |   |         |      |     |       | Rec                |        |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | 2-WIRE ANALOG VOICE GRADE LOOP  |         |      |     |       |                    |        |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1  |         | 1    | UEA | UEAL2 | 16.56              | 75.06  | 48.20              | 28.70 | 17.64                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2  |         | 2    | UEA | UEAL2 | 21.63              | 75.06  | 48.20              | 28.70 | 17.64                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3  |         | 3    | UEA | UEAL2 | 28.28              | 75.06  | 48.20              | 28.70 | 17.64                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | Order Coordination for Specified Conversion Time (per LSR)                                  |         |      | UEA | OCOSL |                    | 34.29  |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1       |         | 1    | UEA | UEAR2 | 16.56              | 75.06  | 48.20              | 28.70 | 17.64                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2       |         | 2    | UEA | UEAR2 | 21.63              | 75.06  | 48.20              | 28.70 | 17.64                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3       |         | 3    | UEA | UEAR2 | 28.28              | 75.06  | 48.20              | 28.70 | 17.64                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | Order Coordination for Specified Conversion Time (per LSR)                                  |         |      | UEA | OCOSL |                    | 34.29  |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | CLEC to CLEC Conversion Charge without outside dispatch                                     |         |      | UEA | UREWO |                    | 75.06  | 36.41              |       |                                  |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 4-WIRE ANALOG VOICE GRADE LOOP  |         |      |     |       |                    |        |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | 4-Wire Analog Voice Grade Loop - Zone 1   |         | 1    | UEA | UEAL4 | 24.70              | 122.76 | 85.57              | 76.35 | 39.16                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 4-Wire Analog Voice Grade Loop - Zone 2   |         | 2    | UEA | UEAL4 | 32.25              | 122.76 | 85.57              | 76.35 | 39.16                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 4-Wire Analog Voice Grade Loop - Zone 3   |         | 3    | UEA | UEAL4 | 42.17              | 122.76 | 85.57              | 76.35 | 39.16                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | Order Coordination for Specified Conversion Time (per LSR)                                  |         |      | UEA | OCOSL |                    | 34.29  |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | CLEC to CLEC Conversion Charge without outside dispatch                                     |         |      | UEA | UREWO |                    | 75.06  | 36.41              |       |                                  |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-WIRE ISDN DIGITAL GRADE LOOP  |         |      |     |       |                    |        |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | 2-Wire ISDN Digital Grade Loop - Zone 1   |         | 1    | UDN | U1L2X | 22.22              | 142.76 | 88.88              | 76.35 | 39.16                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire ISDN Digital Grade Loop - Zone 2   |         | 2    | UDN | U1L2X | 29.02              | 142.76 | 88.88              | 76.35 | 39.16                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire ISDN Digital Grade Loop - Zone 3   |         | 3    | UDN | U1L2X | 37.95              | 142.76 | 88.88              | 76.35 | 39.16                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | Order Coordination for Specified Conversion Time (per LSR)                                  |         |      | UDN | OCOSL |                    | 34.29  |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | CLEC to CLEC Conversion Charge without outside dispatch                                     |         |      | UDN | UREWO |                    | 91.77  | 44.22              |       |                                  |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP                                      |         |      |     |       |                    |        |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | 2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1                             |         | 1    | UDC | UDC2X | 22.22              | 142.76 | 88.88              | 76.35 | 39.16                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2                             |         | 2    | UDC | UDC2X | 29.02              | 142.76 | 88.88              | 76.35 | 39.16                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3                             |         | 3    | UDC | UDC2X | 37.95              | 142.76 | 88.88              | 76.35 | 39.16                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | CLEC to CLEC Conversion Charge without outside dispatch                                     |         |      | UDC | UREWO |                    | 91.77  | 44.22              |       |                                  |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP                          |         |      |     |       |                    |        |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | 2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1 |         | 1    | UAL | UAL2X | 13.82              | 270.01 | 234.63             | 74.54 | 39.14                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2 |         | 2    | UAL | UAL2X | 18.05              | 270.01 | 234.63             | 74.54 | 39.14                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3 |         | 3    | UAL | UAL2X | 23.60              | 270.01 | 234.63             | 74.54 | 39.14                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | Order Coordination for Specified Conversion Time (per LSR)                                  |         |      | UAL | OCOSL |                    | 34.29  |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | 2-Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1   |         | 1    | UAL | UAL2W | 13.82              | 31.99  | 20.02              | 10.65 | 1.41                             |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2   |         | 2    | UAL | UAL2W | 18.05              | 31.99  | 20.02              | 10.65 | 1.41                             |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3   |         | 3    | UAL | UAL2W | 23.60              | 31.99  | 20.02              | 10.65 | 1.41                             |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | Order Coordination for Specified Conversion Time (per LSR)                                  |         |      | UAL | OCOSL |                    | 34.29  |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | CLEC to CLEC Conversion Charge without outside dispatch                                     |         |      | UAL | UREWO |                    | 31.99  | 20.02              |       |                                  |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP                         |         |      |     |       |                    |        |                    |       |                                  |                                      |               |       |  |       |  |       |  |       |
|  | 2-Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1 |         | 1    | UHL | UHL2X | 10.83              | 270.01 | 234.63             | 74.54 | 39.14                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2 |         | 2    | UHL | UHL2X | 14.15              | 270.01 | 234.63             | 74.54 | 39.14                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |
|  | 2-Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3 |         | 3    | UHL | UHL2X | 18.50              | 270.01 | 234.63             | 74.54 | 39.14                            |                                      |               |       |  | 20.35 | 10.54  | 13.32 | 13.32  | 13.32 |

| CATEGORY | RATE ELEMENTS   | Interl<br>m | Zone | BCS | USOC | RATES(\$) |                       |       |                       |                     | Attachment: 2                     |   |  | Exhibit: D |   |       |
|----------|---|-------------|------|-----|------|-----------|-----------------------|-------|-----------------------|---------------------|-----------------------------------|---|--|------------|---|-------|
|          |   |             |      |     |      | Rec       | Nonrecurring<br>First | Add'l | Nonrecurring<br>First | Disconnect<br>Add'l | Svc Order<br>Submitted<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st |            | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |       |
|          |   |             |      |     |      |           |                       |       |                       |                     |                                   |   | SOMAN  | SOMAN      | SOMAN   | SOMAN |
|          | 2-WIRE ANALOG VOICE GRADE LOOP                                      |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Ground Start Signaling - Zone 1                                     |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Ground Start Signaling - Zone 2                                     |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Ground Start Signaling - Zone 3                                     |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Order Coordination for Specified Conversion Time (per LSR)          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Battery Signaling - Zone 1  |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Battery Signaling - Zone 2  |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Battery Signaling - Zone 3  |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Order Coordination for Specified Conversion Time (per LSR)          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 4-WIRE ANALOG VOICE GRADE LOOP                                      |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 4-Wire Analog Voice Grade Loop - Zone 1                             |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 4-Wire Analog Voice Grade Loop - Zone 2                             |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 4-Wire Analog Voice Grade Loop - Zone 3                             |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Order Coordination for Specified Conversion Time (per LSR)          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 4-Wire Analog Voice Grade Loop - Zone 1                             |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 4-Wire Analog Voice Grade Loop - Zone 2                             |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 4-Wire Analog Voice Grade Loop - Zone 3                             |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Order Coordination for Specified Conversion Time (per LSR)          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-WIRE ISDN DIGITAL GRADE LOOP                                      |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire ISDN Digital Grade Loop - Zone 1                             |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire ISDN Digital Grade Loop - Zone 2                             |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire ISDN Digital Grade Loop - Zone 3                             |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Order Coordination for Specified Conversion Time (per LSR)          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-WIRE UNIVERSAL DIGITAL CHANNEL (UDC) COMPATIBLE LOOP              |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1     |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2     |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3     |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Order Coordination for Specified Conversion Time (per LSR)          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP  |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Unbundled ADSL Loop including manual service inquiry         |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | & facility reservation - Zone 1                                     |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Unbundled ADSL Loop including manual service inquiry         |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | & facility reservation - Zone 2                                     |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Unbundled ADSL Loop including manual service inquiry         |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | & facility reservation - Zone 3                                     |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Order Coordination for Specified Conversion Time (per LSR)          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Unbundled ADSL Loop without manual service inquiry &         |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | facility reservation - Zone 1                                       |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Unbundled ADSL Loop without manual service inquiry &         |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | facility reservation - Zone 2                                       |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Unbundled ADSL Loop without manual service inquiry &         |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | facility reservation - Zone 3                                       |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | Order Coordination for Specified Conversion Time (per LSR)          |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Unbundled HDSL Loop including manual service inquiry         |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | & facility reservation - Zone 1                                     |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Unbundled HDSL Loop including manual service inquiry         |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | & facility reservation - Zone 2                                     |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | 2-Wire Unbundled HDSL Loop including manual service inquiry         |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |
|          | & facility reservation - Zone 3                                     |             |      |     |      |           |                       |       |                       |                     |                                   |   |  |            |   |       |



| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |     |        |              |        |        |               |   |   |  |   |            |       |
|--|---|-------------|------|-----|--------|--------------|--------|--------|---------------|---|---|--|---|------------|-------|
| CATEGORY                               | RATE ELEMENTS   | Interl<br>m | Zone | BCS | USOC   | RATES(\$)    |        |        |               | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2  |   | Exhibit: D |       |
|  |   |             |      |     |        | Nonrecurring |        | Add'l  | OSS Rates(\$) |   |   | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |            |       |
|  |   |             |      |     |        | First        | Rec    |        | SOMECH        |   |   |  |   | SOMAN      | SOMAN |
|  | Order Coordination for Specified Conversion Time (per LSR)  |             |      |     | OCOSL  |              | 34.29  |        |               |   |   |  |   |            |       |
|  | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1         | I           | 1    | UHL | UHL2W  | 10.83        | 31.99  | 20.02  | 10.65         | 1.41                                      |   |  | 20.35   | 10.54      | 13.32 |
|  | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2         | I           | 2    | UHL | UHL2W  | 14.15        | 31.99  | 20.02  | 10.65         | 1.41                                      |   |  | 20.35   | 10.54      | 13.32 |
|  | 2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3         | I           | 3    | UHL | UHL2W  | 18.50        | 31.99  | 20.02  | 10.65         | 1.41                                      |   |  | 20.35   | 10.54      | 13.32 |
|  | Order Coordination for Specified Conversion Time (per LSR)  |             |      |     | OCOSL  |              | 34.29  |        |               |   |   |  |   |            |       |
|  | CLEC to CLEC Conversion Charge without outside dispatch   | I           |      | UHL | UREWO  |              | 31.99  | 20.02  |               |   |   |  | 20.35   | 10.54      | 13.32 |
|  | 4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP                                 |             |      |     |        |              |        |        |               |   |   |  |   |            |       |
|  | 4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1       |             | 1    | UHL | UHL4X  | 13.93        | 279.60 | 244.22 | 74.54         | 39.14                                     |   |  | 20.35   | 10.54      | 13.32 |
|  | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2       |             | 2    | UHL | UHL4X  | 18.20        | 279.60 | 244.22 | 74.54         | 39.14                                     |   |  | 20.35   | 10.54      | 13.32 |
|  | 4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3       |             | 3    | UHL | UHL4X  | 23.80        | 279.60 | 244.22 | 74.54         | 39.14                                     |   |  | 20.35   | 10.54      | 13.32 |
|  | Order Coordination for Specified Conversion Time (per LSR)  |             |      |     | OCOSL  |              | 34.29  |        |               |   |   |  |   |            |       |
|  | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1         | I           | 1    | UHL | UHL4W  | 13.93        | 31.99  | 20.02  | 10.65         | 1.41                                      |   |  | 20.35   | 10.54      | 13.32 |
|  | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2         | I           | 2    | UHL | UHL4W  | 18.20        | 31.99  | 20.02  | 10.65         | 1.41                                      |   |  | 20.35   | 10.54      | 13.32 |
|  | 4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3         | I           | 3    | UHL | UHL4W  | 23.80        | 31.99  | 20.02  | 10.65         | 1.41                                      |   |  | 20.35   | 10.54      | 13.32 |
|  | Order Coordination for Specified Conversion Time (per LSR)  |             |      |     | OCOSL  |              | 34.29  |        |               |   |   |  |   |            |       |
|  | CLEC to CLEC Conversion Charge without outside dispatch   | I           |      | UHL | UREWO  |              | 31.99  | 20.02  |               |   |   |  | 20.35   | 10.54      | 13.32 |
|  | 4-WIRE DS1 DIGITAL LOOP   |             |      |     |        |              |        |        |               |   |   |  |   |            |       |
|  | 4-Wire DS1 Digital Loop - Zone 1  |             | 1    | USL | USLXX  | 57.73        | 313.08 | 219.72 | 96.86         | 40.45                                     |   |  | 18.98   | 8.43       | 11.95 |
|  | 4-Wire DS1 Digital Loop - Zone 2  |             | 2    | USL | USLXX  | 75.40        | 313.08 | 219.72 | 96.86         | 40.45                                     |   |  | 18.98   | 8.43       | 11.95 |
|  | 4-Wire DS1 Digital Loop - Zone 3  |             | 3    | USL | USLXX  | 98.59        | 313.08 | 219.72 | 96.86         | 40.45                                     |   |  | 18.98   | 8.43       | 11.95 |
|  | Order Coordination for Specified Conversion Time (per LSR)  |             |      |     | USL    |              | 34.59  |        |               |   |   |  |   |            |       |
|  | CLEC to CLEC Conversion Charge without outside dispatch   |             |      | USL | UREWO  |              | 130.47 | 40.11  |               |   |   |  | 20.35   | 10.54      | 13.32 |
|  | 4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP   |             |      |     |        |              |        |        |               |   |   |  |   |            |       |
|  | 4 Wire Unbundled Digital 19.2 Kbps  |             | 1    | UDL | UDL19  | 31.10        | 207.01 | 141.38 | 90.70         | 44.18                                     |   |  | 20.35   | 10.54      | 13.32 |
|  | 4 Wire Unbundled Digital 19.2 Kbps  |             | 2    | UDL | UDL19  | 40.61        | 207.01 | 141.38 | 90.70         | 44.18                                     |   |  | 20.35   | 10.54      | 13.32 |
|  | 4 Wire Unbundled Digital 19.2 Kbps  |             | 3    | UDL | UDL19  | 53.11        | 207.01 | 141.38 | 90.70         | 44.18                                     |   |  | 20.35   | 10.54      | 13.32 |
|  | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 1  |             | 1    | UDL | UDL56  | 31.10        | 207.01 | 141.38 | 90.70         | 44.18                                     |   |  | 20.35   | 10.54      | 13.32 |
|  | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 2  |             | 2    | UDL | UDL56  | 40.61        | 207.01 | 141.38 | 90.70         | 44.18                                     |   |  | 20.35   | 10.54      | 13.32 |
|  | 4 Wire Unbundled Digital Loop 56 Kbps - Zone 3  |             | 3    | UDL | UDL56  | 53.11        | 207.01 | 141.38 | 90.70         | 44.18                                     |   |  | 20.35   | 10.54      | 13.32 |
|  | Order Coordination for Specified Conversion Time (per LSR)  |             |      |     | OCOSL  |              | 34.29  |        |               |   |   |  |   |            |       |
|  | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 1  |             | 1    | UDL | UDL64  | 31.10        | 207.01 | 141.38 | 90.70         | 44.18                                     |   |  | 20.35   | 10.54      | 13.32 |
|  | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 2  |             | 2    | UDL | UDL64  | 40.61        | 207.01 | 141.38 | 90.70         | 44.18                                     |   |  | 20.35   | 10.54      | 13.32 |
|  | 4 Wire Unbundled Digital Loop 64 Kbps - Zone 3  |             | 3    | UDL | UDL64  | 53.11        | 207.01 | 141.38 | 90.70         | 44.18                                     |   |  | 20.35   | 10.54      | 13.32 |
|  | Order Coordination for Specified Conversion Time (per LSR)  |             |      |     | OCOSL  |              | 34.29  |        |               |   |   |  |   |            |       |
|  | CLEC to CLEC Conversion Charge without outside dispatch   |             |      | UDL | UREWO  |              | 102.28 | 49.82  |               |   |   |  | 20.35   | 10.54      | 13.32 |
|  | 2-WIRE UNBUNDLED COPPER LOOP  |             |      |     |        |              |        |        |               |   |   |  |   |            |       |
|  | 2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1 | I           | 1    | UCL | UCLPB  | 13.19        | 31.99  | 20.02  | 10.65         | 1.41                                      |   |  | 20.35   | 10.54      | 13.32 |
|  | 2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2 | I           | 2    | UCL | UCLPB  | 17.23        | 31.99  | 20.02  | 10.65         | 1.41                                      |   |  | 20.35   | 10.54      | 13.32 |
|  | 2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3 | I           | 3    | UCL | UCLPB  | 22.53        | 31.99  | 20.02  | 10.65         | 1.41                                      |   |  | 20.35   | 10.54      | 13.32 |
|  | Order Coordination for Unbundled Copper Loops (per loop)  |             |      | UCL | UCLJMC |              | 36.52  | 36.52  |               |   |   |  |   |            |       |
|  | 2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1 | I           | 1    | UCL | UCLPW  | 13.19        | 31.99  | 20.02  | 10.65         | 1.41                                      |   |  | 20.35   | 10.54      | 13.32 |
|  | 2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2 | I           | 2    | UCL | UCLPW  | 17.23        | 31.99  | 20.02  | 10.65         | 1.41                                      |   |  | 20.35   | 10.54      | 13.32 |
|  | 2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3 | I           | 3    | UCL | UCLPW  | 22.53        | 31.99  | 20.02  | 10.65         | 1.41                                      |   |  | 20.35   | 10.54      | 13.32 |
|  | Order Coordination for Unbundled Copper Loops (per loop)  |             |      | UCL | UCLJMC |              | 36.52  | 36.52  |               |   |   |  |   |            |       |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |         |      |   |       |                    |        |                               |       |                                      |                                      |  |  |            |       |
|--|--|---------|------|---|-------|--------------------|--------|-------------------------------|-------|--------------------------------------|--------------------------------------|--|--|------------|-------|
| CATEGORY                               | RATE ELEMENTS  | Interim | Zone | BCS   | USOC  | RATES(\$)          |        |                               |       | Svc Order Submitted Manually per LSR | Svc Order Submitted Manually per LSR | Attachment: 2  |  | Exhibit: D |       |
|  |  |         |      |   |       | Nonrecurring First | Add'l  | Nonrecurring Disconnect First | Add'l |                                      |                                      | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l |            |       |
|  |  |         |      |   |       | Rec                |        |                               |       |                                      |                                      | SOME   | SOMAN  | SOMAN      | SOMAN |
|  | 2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1   | I       | 1    | UCL   | UCL2L | 13.19              | 31.99  | 20.02                         | 10.65 | 1.41                                 |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2   | I       | 2    | UCL   | UCL2L | 17.23              | 31.99  | 20.02                         | 10.65 | 1.41                                 |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3   | I       | 3    | UCL   | UCL2L | 22.53              | 31.99  | 20.02                         | 10.65 | 1.41                                 |                                      |  | 20.35  | 10.54      | 13.32 |
|  | Order Coordination for Unbundled Copper Loops (per loop)   |         |      |   | UCLMC |                    | 36.52  | 36.52                         |       |                                      |                                      |  |  |            |       |
|  | 2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1 | I       | 1    | UCL   | UCL2W | 13.19              | 31.99  | 20.02                         | 10.65 | 1.41                                 |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2 | I       | 2    | UCL   | UCL2W | 17.23              | 31.99  | 20.02                         | 10.65 | 1.41                                 |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3 | I       | 3    | UCL   | UCL2W | 22.53              | 31.99  | 20.02                         | 10.65 | 1.41                                 |                                      |  | 20.35  | 10.54      | 13.32 |
|  | Order Coordination for Unbundled Copper Loops (per loop)   |         |      |   | UCLMC |                    | 36.52  | 36.52                         |       |                                      |                                      |  |  |            |       |
|  | CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)                                    | I       |      | UCL   | UREWO |                    | 31.99  | 20.02                         |       |                                      |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 4-WIRE COPPER LOOP   |         |      |   |       |                    |        |                               |       |                                      |                                      |  |  |            |       |
|  | 4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1        | I       | 1    | UCL   | UCL4S | 24.70              | 122.76 | 85.57                         | 76.35 | 39.16                                |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2        | I       | 2    | UCL   | UCL4S | 32.25              | 122.76 | 85.57                         | 76.35 | 39.16                                |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3        | I       | 3    | UCL   | UCL4S | 42.17              | 122.76 | 85.57                         | 76.35 | 39.16                                |                                      |  | 20.35  | 10.54      | 13.32 |
|  | Order Coordination for Unbundled Copper Loops (per loop)   |         |      |   | UCLMC |                    | 36.52  | 36.52                         |       |                                      |                                      |  |  |            |       |
|  | 4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1          | I       | 1    | UCL   | UCL4W | 24.70              | 122.76 | 85.57                         | 76.35 | 39.16                                |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2          | I       | 2    | UCL   | UCL4W | 32.25              | 122.76 | 85.57                         | 76.35 | 39.16                                |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3          | I       | 3    | UCL   | UCL4W | 42.17              | 122.76 | 85.57                         | 76.35 | 39.16                                |                                      |  | 20.35  | 10.54      | 13.32 |
|  | Order Coordination for Unbundled Copper Loops (per loop)   |         |      |   | UCLMC |                    | 36.52  | 36.52                         |       |                                      |                                      |  |  |            |       |
|  | 4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1   | I       | 1    | UCL   | UCL4L | 24.70              | 122.76 | 85.57                         | 76.35 | 39.16                                |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2   | I       | 2    | UCL   | UCL4L | 32.25              | 122.76 | 85.57                         | 76.35 | 39.16                                |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3   | I       | 3    | UCL   | UCL4L | 42.17              | 122.76 | 85.57                         | 76.35 | 39.16                                |                                      |  | 20.35  | 10.54      | 13.32 |
|  | Order Coordination for Unbundled Copper Loops (per loop)   |         |      |   | UCLMC |                    | 36.52  | 36.52                         |       |                                      |                                      |  |  |            |       |
|  | 4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1    | I       | 1    | UCL   | UCL4O | 24.70              | 122.76 | 85.57                         | 76.35 | 39.16                                |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2    | I       | 2    | UCL   | UCL4O | 32.25              | 122.76 | 85.57                         | 76.35 | 39.16                                |                                      |  | 20.35  | 10.54      | 13.32 |
|  | 4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3    | I       | 3    | UCL   | UCL4O | 42.17              | 122.76 | 85.57                         | 76.35 | 39.16                                |                                      |  | 20.35  | 10.54      | 13.32 |
|  | Order Coordination for Unbundled Copper Loops (per loop)   |         |      |   | UCLMC |                    | 36.52  | 36.52                         |       |                                      |                                      |  |  |            |       |
|  | CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)                                    | I       |      | UCL   | UREWO |                    | 31.99  | 20.02                         |       |                                      |                                      |  | 20.35  | 10.54      | 13.32 |
|  | LOOP MODIFICATION  |         |      |   |       |                    |        |                               |       |                                      |                                      |  |  |            |       |
|  | Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft        | I       |      | UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDNL, UDL, USL |       |                    |        |                               |       |                                      |                                      |  |  |            |       |
|  | Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft                      | I       |      | UCL, ULS, UEQ   | ULM2L |                    | 65.40  |                               |       |                                      |                                      |  | 20.35  | 10.54      | 13.32 |
|  | Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18k ft              | I       |      | UHL, UCL  | ULM2G |                    | 710.71 | 23.77                         |       |                                      |                                      |  | 20.35  | 10.54      | 13.32 |
|  | Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft                  | I       |      | UCL   | ULM4L |                    | 65.40  |                               |       |                                      |                                      |  | 20.35  | 10.54      | 13.32 |
|  |  |         |      |   | ULM4G |                    | 710.71 | 23.77                         |       |                                      |                                      |  | 20.35  | 10.54      | 13.32 |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |         |      |  |       |           |                    |        |                               | Attachment: 2                        |  |       |  | Exhibit: D   |  |
|--|--|---------|------|--|-------|-----------|--------------------|--------|-------------------------------|--------------------------------------|--|-------|--|--|--|
| CATEGORY                               | RATE ELEMENTS  | Interim | Zone | BCS  | USOC  | RATES(\$) |                    |        |                               | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st |       | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st |
|  |  |         |      |  |       | Rec       | Nonrecurring First | Add'l  | Nonrecurring Disconnect First |                                      | SOME   | SOMAN |  |  |  |
| SUB-LOOPS                              | Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop | I       |      | UAL, UHL, UCL, UEL, UFL, ULS, UEA, UEANL, UDL, UDC, UDNL, UDL, USL | ULMBT |           | 65.44              | 65.44  |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Sub-Loop Distribution  |         |      |  |       |           |                    |        |                               |                                      |  |       |  |  |  |
|  | Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up                | I       |      | UEANL  | USBSA |           | 517.25             | 517.25 |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up                   | I       |      | UEANL  | USBSB |           | 42.88              | 42.88  |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Facility Set-Up  | I       |      | UEANL  | USBSC |           | 313.01             | 313.01 |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up              | I       |      | UEANL  | USBSD |           | 108.06             | 108.06 |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide           |         | sw   | UEANL  | USBN2 | 10.02     | 148.84             | 112.94 | 73.14                         | 36.65                                |  |       | 20.35  | 10.54  | 13.32  |
|  | Order Coordination for Unbundled Sub-Loops, per sub-loop pair                  |         |      | UEANL  | USBMC |           | 34.29              | 34.29  |                               |                                      |  |       |  |  |  |
|  | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1              |         | 1    | UEANL  | USBN4 | 7.30      | 147.93             | 75.11  | 99.96                         | 16.98                                |  |       | 20.35  | 10.54  | 13.32  |
|  | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2              |         | 2    | UEANL  | USBN4 | 9.54      | 147.93             | 75.11  | 99.96                         | 16.98                                |  |       | 20.35  | 10.54  | 13.32  |
| SUB-LOOPS                              | Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3              |         | 3    | UEANL  | USBN4 | 12.47     | 147.93             | 75.11  | 99.96                         | 16.98                                |  |       | 20.35  | 10.54  | 13.32  |
|  | Order Coordination for Unbundled Sub-Loops, per sub-loop pair                  |         |      | UEANL  | USBMC |           | 34.29              | 34.29  |                               |                                      |  |       |  |  |  |
|  | Sub-Loop 2-Wire Intra-building Network Cable (INC)                             | I       |      | UEANL  | USBR2 | 1.35      | 94.56              | 29.35  |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Order Coordination for Unbundled Sub-Loops, per sub-loop pair                  |         |      | UEANL  | USBMC |           | 34.29              | 34.29  |                               |                                      |  |       |  |  |  |
|  | Sub-Loop 4-Wire Intra-building Network Cable (INC)                             | I       |      | UEANL  | USBR4 | 2.26      | 116.14             | 37.10  |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Order Coordination for Unbundled Sub-Loops, per sub-loop pair                  |         |      | UEANL  | USBMC |           | 34.29              | 34.29  |                               |                                      |  |       |  |  |  |
|  | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1                         | I       | 1    | UEF  | UCS2X | 5.16      | 110.71             | 37.89  | 94.41                         | 13.09                                |  |       | 20.35  | 10.54  | 13.32  |
|  | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2                         | I       | 2    | UEF  | UCS2X | 6.74      | 110.71             | 37.89  | 94.41                         | 13.09                                |  |       | 20.35  | 10.54  | 13.32  |
|  | 2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3                         | I       | 3    | UEF  | UCS2X | 8.81      | 110.71             | 37.89  | 94.41                         | 13.09                                |  |       | 20.35  | 10.54  | 13.32  |
|  | Order Coordination for Unbundled Sub-Loops, per sub-loop pair                  |         |      | UEF  | USBMC |           | 34.29              | 34.29  |                               |                                      |  |       |  |  |  |
| SUB-LOOPS                              | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1                         | I       | 1    | UEF  | UCS4X | 6.52      | 117.12             | 44.30  | 99.96                         | 16.98                                |  |       | 20.35  | 10.54  | 13.32  |
|  | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2                         | I       | 2    | UEF  | UCS4X | 8.52      | 117.12             | 44.30  | 99.96                         | 16.98                                |  |       | 20.35  | 10.54  | 13.32  |
|  | 4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3                         | I       | 3    | UEF  | UCS4X | 11.14     | 117.12             | 44.30  | 99.96                         | 16.98                                |  |       | 20.35  | 10.54  | 13.32  |
|  | Order Coordination for Unbundled Sub-Loops, per sub-loop pair                  |         |      | UEF  | USBMC |           | 34.29              | 34.29  |                               |                                      |  |       |  |  |  |
|  | Unbundled Sub-Loop Modification  |         |      |  |       |           |                    |        |                               |                                      |  |       |  |  |  |
|  | Coil/Equip Removal per 2-W PR  |         |      | UEF  | ULM2X |           | 335.36             | 7.82   |                               |                                      |  |       | 20.34  | 10.54  | 13.32  |
|  | Unbundled Sub-loop Modification - 4-W Copper Dist Load                         |         |      | UEF  | ULM4X |           | 335.36             | 7.82   |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Coil/Equip Removal per 4-W PR  |         |      | UEF  | ULM4T |           | 528.48             | 9.74   |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Tap Removal, per PR unloaded   |         |      | UEF  | UEPWP |           | 2.48               | 2.48   |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Unbundled Network Terminating Wire (UNTW)                                      | I       |      | UEPWP  | UNTW  | 0.4555    |                    |        |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
| SUB-LOOPS                              | Network Interface Device (NID)   |         |      | UEPWP  | UNTW  |           | 89.69              | 54.56  | 0.6391                        | 0.6391                               |  |       | 20.35  | 10.54  | 13.32  |
|  | Network Interface Device (NID) - 1-2 lines                                     |         |      | UEPWP  | UNTW  |           | 129.65             | 94.51  | 0.6522                        | 0.6522                               |  |       | 20.35  | 10.54  | 13.32  |
|  | Network Interface Device (NID) - 1-6 lines                                     |         |      | UEPWP  | UNTW  |           | 11.11              | 11.11  |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Network Interface Device Cross Connect - 2 W                                   |         |      | UEPWP  | UNTW  |           | 11.11              | 11.11  |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Network Interface Device Cross Connect - 4W                                    |         |      | UEPWP  | UNTW  |           | 11.11              | 11.11  |                               |                                      |  |       | 20.35  | 10.54  | 13.32  |
|  | Sub-Loop Feeder  |         |      |  |       |           |                    |        |                               |                                      |  |       |  |  |  |
|  |  |         |      |  |       |           |                    |        |                               |                                      |  |       |  |  |  |
|  |  |         |      |  |       |           |                    |        |                               |                                      |  |       |  |  |  |
|  |  |         |      |  |       |           |                    |        |                               |                                      |  |       |  |  |  |
|  |  |         |      |  |       |           |                    |        |                               |                                      |  |       |  |  |  |
|  |  |         |      |  |       |           |                    |        |                               |                                      |  |       |  |  |  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |             |      |     |                 |           |              |       |   |   |               |        |       |  |  |  |       |
|--|--|-------------|------|-----|-----------------|-----------|--------------|-------|---|---|---------------|--------|-------|--|--|--|-------|
| CATEGORY                               | RATE ELEMENTS  | Interl<br>m | Zone | BCS | USOC            | RATES(\$) |              |       |   | Svc Order<br>Submitted<br>Elec<br>per LSR | Attachment: 2 |        |       | Exhibit: D   |  |  |       |
|  |  |             |      |     |                 | Rec       | Nonrecurring |       | Svc Order<br>Submitted<br>Manually<br>per LSR |   | OSS Rates(\$) |        |       | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st |       |
|  |  |             |      |     |                 |           | First        | Add'l |   |   | First         | SOMEIC | SOMAN |  |  |  | SOMAN |
|  | USL Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up    |             |      | UEA | UDN,UCL,UDL,UDC |           |              |       |   |   |               |        |       |  |  |  |       |
|  | USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up                  |             |      | UEA | USBFW           |           | 517.25       |       |   |   |               |        |       |  |  |  |       |
|  | USL Feeder DS1 Set-up at DSX location, per DS1 termination                           |             |      | UEA | USBFX           |           | 42.68        |       |   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide          |             |      | USL | USBFZ           |           | 531.04       |       |   |   |               |        |       |  |  |  |       |
|  | Order Coordination for Specified Conversion Time, per LSR                            |             | sw   | UEA | USBFA           | 12.05     | 122.24       |       | 39.16   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade- Statewide            |             |      | UEA | OCOSL           |           | 34.29        |       |   |   |               |        |       |  |  |  |       |
|  | Order Coordination for Specified Time Conversion, per LSR                            |             | sw   | UEA | USBFB           | 12.05     | 122.24       |       | 39.16   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide |             |      | UEA | OCOSL           |           | 34.29        |       |   |   |               |        |       |  |  |  |       |
|  | Order Coordination For Specified Conversion Time, per LSR                            |             | sw   | UEA | USBFC           | 12.05     | 122.24       |       | 39.16   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1            |             | 1    | UEA | OCOSL           |           | 34.29        |       |   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2            |             | 2    | UEA | USBFD           | 21.52     | 137.31       |       | 30.13   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3            |             | 3    | UEA | USBFD           | 28.11     | 137.31       |       | 30.13   |   |               |        |       |  |  |  |       |
|  | Order Coordination For Specified Conversion Time, Per LSR                            |             |      | UEA | OCOSL           |           | 34.29        |       |   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1              |             | 1    | UEA | USBFE           | 21.52     | 137.31       |       | 30.13   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2              |             | 2    | UEA | USBFE           | 28.11     | 137.31       |       | 30.13   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3              |             | 3    | UEA | USBFE           | 36.76     | 137.31       |       | 30.13   |   |               |        |       |  |  |  |       |
|  | Order Coordination For Specified Conversion Time, Per LSR                            |             |      | UEA | OCOSL           |           | 34.29        |       |   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 1                             |             | 1    | UDN | USBFH           | 16.11     | 142.83       |       | 18.53   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2                             |             | 2    | UDN | USBFH           | 21.04     | 142.83       |       | 18.53   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3                             |             | 3    | UDN | USBFH           | 27.51     | 142.83       |       | 18.53   |   |               |        |       |  |  |  |       |
|  | Order Coordination For Specified Conversion Time, Per LSR                            |             |      | UDN | OCOSL           |           | 34.29        |       |   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)                              |             | 1    | UDC | USBFH           | 16.11     | 142.83       |       | 18.53   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)                              |             | 2    | UDC | USBFH           | 21.04     | 142.83       |       | 18.53   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)                              |             | 3    | UDC | USBFH           | 27.51     | 142.83       |       | 18.53   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1                                  |             | 1    | USL | USBFH           | 39.74     | 116.00       |       | 18.91   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2                                  |             | 2    | USL | USBFH           | 51.90     | 116.00       |       | 18.91   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3                                  |             | 3    | USL | USBFH           | 67.86     | 116.00       |       | 18.91   |   |               |        |       |  |  |  |       |
|  | Order Coordination For Specified Conversion Time, Per LSR                            |             |      | USL | OCOSL           |           | 34.59        |       |   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1                               |             | 1    | UCL | USBFH           | 9.52      | 114.27       |       | 18.53   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2                          |             | 2    | UCL | USBFH           | 12.43     | 114.27       |       | 18.53   |   |               |        |       |  |  |  |       |
|  | Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3                          |             | 3    | UCL | USBFH           | 16.26     | 114.27       |       | 18.53   |   |               |        |       |  |  |  |       |
|  | Order Coordination For Specified Conversion Time, per LSR                            |             |      | UCL | OCOSL           |           | 34.29        |       |   |   |               |        |       |  |  |  |       |
|  | Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1                                    |             | 1    | UCL | USBFJ           | 14.37     | 123.41       |       | 22.53   |   |               |        |       |  |  |  |       |
|  | Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2                                    |             | 2    | UCL | USBFJ           | 18.76     | 123.41       |       | 22.53   |   |               |        |       |  |  |  |       |
|  | Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3                                    |             | 3    | UCL | USBFJ           | 24.53     | 123.41       |       | 22.53   |   |               |        |       |  |  |  |       |
|  | Order Coordination For Specified Conversion Time, per LSR                            |             |      | UCL | OCOSL           |           | 34.29        |       |   |   |               |        |       |  |  |  |       |
|  | Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop                            |             | 1    | UDL | USBFN           | 26.06     | 116.00       |       | 18.91   |   |               |        |       |  |  |  |       |
|  | Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop                            |             | 2    | UDL | USBFN           | 34.03     | 116.00       |       | 18.91   |   |               |        |       |  |  |  |       |
|  | Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop                            |             | 3    | UDL | USBFN           | 44.50     | 116.00       |       | 18.91   |   |               |        |       |  |  |  |       |
|  | Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1                     |             | 1    | UDL | USBFO           | 26.06     | 116.00       |       | 18.91   |   |               |        |       |  |  |  |       |
|  | Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2                     |             | 2    | UDL | USBFO           | 34.03     | 116.00       |       | 18.91   |   |               |        |       |  |  |  |       |
|  | Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3                     |             | 3    | UDL | USBFO           | 44.50     | 116.00       |       | 18.91   |   |               |        |       |  |  |  |       |
|  | Order Coordination For Specified Time Conversion, per LSR                            |             |      | UDL | OCOSL           |           | 34.29        |       |   |   |               |        |       |  |  |  |       |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |             |      |       |        |                       |          |                       |                     |   |               |       |  |       |
|--|--|-------------|------|-------|--------|-----------------------|----------|-----------------------|---------------------|---|---------------|-------|--|-------|
| CATEGORY                               | RATE ELEMENTS  | Interl<br>m | Zone | BCS   | USOC   | RATES(\$)             |          |                       |                     | Svc Order<br>Submitted<br>Elec<br>per LSR | Attachment: 2 |       | Exhibit: D   |       |
|  |  |             |      |       |        | Nonrecurring<br>First | Add'l    | Nonrecurring<br>First | Disconnect<br>Add'l |   | SOMECH        | SOMAN | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | SOMAN |
|  | Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop -<br>Zone 1                                  |             | 1    | UDL   | USBFP  | 26.06                 | 116.00   | 40.82                 | 106.82              | 18.91                                     |               | 19.99 | 19.99  | 19.99 |
|  | Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop -<br>Zone 2                                  |             | 2    | UDL   | USBFP  | 34.03                 | 116.00   | 40.82                 | 106.82              | 18.91                                     |               | 19.99 | 19.99  | 19.99 |
|  | Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop -<br>Zone 3                                  |             | 3    | UDL   | USBFP  | 44.50                 | 116.00   | 40.82                 | 106.82              | 18.91                                     |               | 19.99 | 19.99  | 19.99 |
|  | Order Coordination For Specified Conversion Time, per LSR  |             |      | UDL   | OCOSL  | 34.29                 |          |                       |                     |   |               |       |  |       |
| SUB-LOOPS                              |  |             |      |       |        |                       |          |                       |                     |   |               |       |  |       |
|  | Sub-Loop Feeder  |             |      |       |        |                       |          |                       |                     |   |               |       |  |       |
|  | Sub Loop Feeder - DS3 - Per Mile Per Month   |             |      | UE3   | 1LSL   | 14.11                 |          |                       |                     |   |               |       |  |       |
|  | Sub Loop Feeder - DS3 - Facility Termination Per Month   |             |      | UE3   | USBF1  | 333.26                | 3,406.61 | 407.68                | 165.17              | 501.31                                    |               | 20.35 | 10.54  | 13.32 |
|  | Sub Loop Feeder - STS-1 - Per Mile Per Month   |             |      | UDLSX | 1LSL   | 14.11                 |          |                       |                     |   |               |       |  |       |
|  | Sub Loop Feeder - STS-1 - Facility Termination Per Month   |             |      | UDLSX | USBF7  | 359.02                | 3,406.61 | 407.68                | 165.17              | 501.31                                    |               | 20.35 | 10.54  | 13.32 |
|  | Sub Loop Feeder - OC-3 - Per Mile Per Month  |             |      | UDLO3 | 1LSL   | 10.71                 |          |                       |                     |   |               |       |  |       |
|  | Sub Loop Feeder - OC-3 - Facility Termination Protection Per<br>Month                                |             |      | UDLO3 | USBF5  | 56.64                 |          |                       |                     |   |               |       |  |       |
|  | Sub Loop Feeder - OC-3 - Facility Termination Per Month  |             |      | UDLO3 | USBF2  | 546.31                | 3,406.61 | 407.68                | 165.17              | 501.31                                    |               | 20.35 | 10.54  | 13.32 |
|  | Sub Loop Feeder - OC-12 - Per Mile Per Month   |             |      | UDL12 | 1LSL   | 13.18                 |          |                       |                     |   |               |       |  |       |
|  | Sub Loop Feeder - OC-12 - Facility Termination Protection Per<br>Month                               |             |      | UDL12 | USBF6  | 639.98                |          |                       |                     |   |               |       |  |       |
|  | Sub Loop Feeder - OC-12 - Facility Termination Per Month   |             |      | UDL12 | USBF3  | 1,697.00              | 3,406.61 | 407.68                | 165.17              | 501.31                                    |               | 20.35 | 10.54  | 13.32 |
|  | Sub Loop Feeder - OC-48 - Per Mile Per Month   |             |      | UDL48 | 1LSL   | 43.22                 |          |                       |                     |   |               |       |  |       |
|  | Sub Loop Feeder - OC-48 - Facility Termination Protection Per<br>Month                               |             |      | UDL48 | USBF9  | 320.36                |          |                       |                     |   |               |       |  |       |
|  | Sub Loop Feeder - OC-48 - Facility Termination Per Month   |             |      | UDL48 | USBF4  | 1,457.00              | 3,592.61 | 407.68                | 165.17              | 501.31                                    |               | 20.35 | 10.54  | 13.32 |
|  | Sub Loop Feeder - OC-12 Interface On OC-48   |             |      | UDL48 | USBF8  | 361.44                | 806.02   | 407.68                | 165.17              | 501.31                                    |               | 20.35 | 10.54  | 13.32 |
| UNBUNDLED LOOP CONCENTRATION           |  |             |      |       |        |                       |          |                       |                     |   |               |       |  |       |
|  | Loop Channelization System   |             |      |       |        |                       |          |                       |                     |   |               |       |  |       |
|  | CO Channel Interface - 2-Wire Voice Grade  |             |      |       | ULCCS  | 307.07                | 307.34   | 74.37                 | 4.18                |   |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - System A (TR008)  |             |      |       | ULCC2  | 1.20                  | 9.57     | 9.52                  | 8.66                | 8.60                                      |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - System B (TR008)  |             |      |       | ULCC2A | 500.18                | 613.60   | 613.60                |                     |   |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - System A (TR003)  |             |      |       | ULCC2B | 54.82                 | 255.67   | 255.67                |                     |   |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - System B (TR003)  |             |      |       | ULCC3A | 539.00                | 613.60   | 613.60                |                     |   |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - System B (TR003)  |             |      |       | ULCC3B | 92.37                 | 255.67   | 255.67                |                     |   |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - DS1 Loop Interface Card   |             |      |       | ULCCO  | 6.23                  | 74.39    | 53.07                 | 30.23               | 8.46                                      |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - ISDN Loop Interface (Brite<br>Card)                                   |             |      |       | ULCC1  | 8.46                  | 8.69     | 8.65                  | 9.71                | 9.65                                      |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - UDC Loop Interface (Brite<br>Card)                                    |             |      |       | ULCCU  | 8.46                  | 8.69     | 8.65                  | 9.71                | 9.65                                      |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - 2 Wire Voice-Loop Start or<br>Ground Start Loop Interface (POTS Card) |             |      |       | ULCC2  | 2.32                  | 8.69     | 8.65                  | 9.71                | 9.65                                      |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery<br>Loop Interface (SPOTS Card)         |             |      |       | ULCCR  | 12.45                 | 8.69     | 8.65                  | 9.71                | 9.65                                      |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - 4 Wire Voice Loop Interface<br>(Specials Card)                        |             |      |       | ULCC4  | 7.53                  | 8.69     | 8.65                  | 9.71                | 9.65                                      |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - TEST CIRCUIT Card   |             |      |       | ULCC4  | 35.77                 | 8.69     | 8.65                  | 9.71                | 9.65                                      |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop<br>Interface                              |             |      |       | ULCC7  | 11.03                 | 8.69     | 8.65                  | 9.71                | 9.65                                      |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - Digital 56 Kbps Data Loop<br>Interface                                |             |      |       | ULCC5  | 11.03                 | 8.69     | 8.65                  | 9.71                | 9.65                                      |               | 20.35 | 10.54  | 13.32 |
|  | Unbundled Loop Concentration - Digital 64 Kbps Data Loop<br>Interface                                |             |      |       | ULCC6  | 11.03                 | 8.69     | 8.65                  | 9.71                | 9.65                                      |               | 20.35 | 10.54  | 13.32 |
| UNE OTHER, PROVISIONING ONLY - NO RATE |  |             |      |       |        |                       |          |                       |                     |   |               |       |  |       |
|  | NID - Dispatch and Service Order for NID Installation  |             |      | UNTW  | UNDBX  | 0.00                  | 0.00     |                       |                     |   |               |       |  |       |
|  | UNTW Circuit Id Establishment, Provisioning Only - No Rate   |             |      | UNTW  | UNDBX  | 0.00                  | 0.00     |                       |                     |   |               |       |  |       |
|  | Unbundled Contract Name, Provisioning Only - No Rate   |             |      | UNTW  | UNDBX  | 0.00                  | 0.00     |                       |                     |   |               |       |  |       |
| UNE OTHER, PROVISIONING ONLY - NO RATE |  |             |      |       |        |                       |          |                       |                     |   |               |       |  |       |

| UNBUNDLED NETWORK ELEMENTS - Tennessee  |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
|---|---|-------------|------|-------------------------------------|-------|-----------------------|--------|-----------------------|---------------------|---|---|---|---|
| CATEGORY  | RATE ELEMENTS   | Interl<br>m | Zone | BCS                                 | USOC  | RATES(\$)             |        |                       |                     | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manual<br>per LSR | Attachment: 2<br>Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Exhibit: D<br>Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |
|   |   |             |      |                                     |       | Nonrecurring<br>First | Add'l  | Nonrecurring<br>First | Disconnect<br>Add'l | SOMEK                                     | SOMAN                                       | SOMAN   | SOMAN   |
|   |   |             |      |                                     |       | Rec                   |        |                       |                     |   |   |   |   |
|   | Unbundled Contact Name, Provisioning Only - no rate   |             |      | UAL,UCL,UDC,UDL,<br>UDN,UEA,UHL,UJC | UNEON | 0.00                  |        | 0.00                  |                     |   |   |   |   |
|   | Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate                                   |             |      | UEAUDN,UCL,UDC                      | USBFO | 0.00                  |        | 0.00                  |                     |   |   |   |   |
|   | Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate                                   |             |      | UEAUSL,UCL,UDL                      | USBFR | 0.00                  |        | 0.00                  |                     |   |   |   |   |
|   | Unbundled DS1 Loop - Superframe Format Option - no rate                                       |             |      | USL                                 | CCOSF | 0.00                  |        | 0.00                  |                     |   |   |   |   |
|   | Unbundled DS1 Loop - Expanded Superframe Format option - no rate                              |             |      | USL                                 | CCOEF | 0.00                  |        | 0.00                  |                     |   |   |   |   |
| HIGH CAPACITY UNBUNDLED LOCAL LOOP  |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
|   | High Capacity Unbundled Local Loop - DS3 - Per Mile per month                                 |             |      | UE3                                 | 1L5ND | 9.19                  |        |                       |                     |   |   |   |   |
|   | High Capacity Unbundled Local Loop - DS3 - Facility Termination per month                     |             |      | UE3                                 | UE3PX | 374.24                | 595.37 | 294.83                | 170.16              |   |   | 36.84   | 19.01   |
|   | High Capacity Unbundled Local Loop - STS-1 - Per Mile per month                               |             |      | UDLSX                               | 1L5ND | 9.19                  |        |                       |                     |   |   |   |   |
|   | High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month                   |             |      | UDLSX                               | UDLS1 | 389.35                | 595.37 | 215.82                | 151.15              |   |   | 36.84   | 19.01   |
| Note (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority. |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
| LOOP MAKE-UP  |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
|   | Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual) |             | R    | UMKLW                               |       |                       | 0.76   |                       |                     |   |   |   |   |
|   | Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)               |             | R    | UMKLW                               |       |                       | 0.76   |                       |                     |   |   |   |   |
|   | Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized) |             | R    | UMKLW                               |       |                       | 0.76   |                       |                     |   |   |   |   |
| HIGH FREQUENCY SPECTRUM   |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
| LINE SHARING  |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
|   | SPLITTERS-CENTRAL OFFICE BASED  |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
|   | Line Sharing Splitter, per System 96 Line Capacity  |             |      | ULS                                 | ULSDA | 100.00                | 150.00 | 0.00                  | 0.00                |   |   | 20.35   | 13.32   |
|   | Line Sharing Splitter, per System 24 Line Capacity  |             |      | ULS                                 | ULSDB | 25.00                 | 150.00 | 0.00                  | 0.00                |   |   | 20.35   | 13.32   |
|   | Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)                 |             |      | ULS                                 | ULSDG |                       | 163.06 | 0.00                  | 92.71               |   |   | 20.35   | 13.32   |
| END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING   |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
|   | Line Sharing - per Line Activation (BST owned Splitter)                                       |             |      | ULS                                 | ULSDC | 0.61                  | 40.00  | 31.39                 | 0.00                |   |   | 20.35   | 13.32   |
|   | Line Sharing - per Subsequent Activity per Line   |             |      | ULS                                 | ULSDS |                       | 30.00  | 15.00                 |                     |   |   | 20.35   | 13.32   |
|   | Rearrangement(BST Owned Splitter)   |             |      | ULS                                 | ULSDS |                       | 30.00  | 15.00                 |                     |   |   | 20.35   | 13.32   |
|   | Line Sharing - per Subsequent Activity per Line   |             |      | ULS                                 | ULSDS |                       | 30.00  | 15.00                 |                     |   |   | 20.35   | 13.32   |
|   | Rearrangement(DLEC Owned Splitter)  |             |      | ULS                                 | ULSDC | 0.61                  | 47.44  | 19.31                 | 0.00                |   |   | 20.35   | 13.32   |
| LINE SPLITTING  |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
|   | Line Splitting - per Line Activation (DLEC owned Splitter)                                    |             |      | ULS                                 | ULSDG |                       | 163.06 | 0.00                  | 92.71               |   |   | 20.35   | 13.32   |
| END USER ORDERING-CENTRAL OFFICE BASED  |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
|   | Line Splitting - per line activation DLEC owned splitter                                      |             |      | UEPSR UEPSB                         | UREOS | 0.61                  |        |                       |                     |   |   |   |   |
|   | Line Splitting - per line activation BST owned - physical                                     |             |      | UEPSR UEPSB                         | UREBP | 0.61                  | 48.96  | 21.39                 | 35.06               |   |   | 20.35   | 13.32   |
|   | Line Splitting - per line activation BST owned - virtual                                      |             |      | UEPSR UEPSB                         | UREBV | 0.61                  | 48.96  | 21.39                 | 35.06               |   |   | 20.35   | 13.32   |
| REMOTE SITE HIGH FREQUENCY SPECTRUM   |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
| SPLITTERS-REMOTE SITE   |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
|   | Remote Site Line Share BellSouth Owned Splitter, 24 Port                                      |             |      | ULS                                 | ULSRB | 25.00                 | 150.00 | 0.00                  | 0.00                |   |   | 20.35   | 13.32   |
|   | Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation                |             |      | ULS                                 | ULSTG |                       | 74.38  | 0.00                  | 46.77               |   |   | 20.35   | 13.32   |
| END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING  |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
|   | Remote Site Line Share Line Activation/for End User Served at RS, BST Splitter                |             |      | ULS                                 | ULSPC | 0.61                  | 40.00  | 31.39                 | 10.79               |   |   | 20.35   | 13.32   |
|   | Remote Site Line Share Line Activation for End User served at RS, CLEC Splitter               |             |      | ULS                                 | ULSTC | 0.61                  | 40.00  | 31.39                 | 10.79               |   |   | 20.35   | 13.32   |
| UNBUNDLED DEDICATED TRANSPORT   |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
| NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3STS-1=four months  |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |
| INTEROFFICE CHANNEL - DEDICATED TRANSPORT   |   |             |      |                                     |       |                       |        |                       |                     |   |   |   |   |



| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |       |       |                       |        |                       |                     |   |   |  |       |       |   |   |
|--|---|-------------|------|-------|-------|-----------------------|--------|-----------------------|---------------------|---|---|--|-------|-------|---|---|
| CATEGORY                               | RATE ELEMENTS   | Interi<br>m | Zone | BCS   | USOC  | RATES(\$)             |        |                       |                     | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2  |       |       | Exhibit: D  |   |
|  |   |             |      |       |       | Nonrecurring<br>First | Add'l  | Nonrecurring<br>First | Disconnect<br>Add'l |   |   | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st |       |       | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |   |             |      |       |       |                       |        |                       |                     |   |   | Rec  | SOMAN | SOMAN |   |   |
|  | Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade -<br>Per Mile per month                        |             |      |       | 1L5XX | 0.0054                |        |                       |                     |   |   |  |       |       |   |   |
|  | Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade -<br>Facility Termination                      |             |      |       | UITVX | 18.58                 | 17.37  | 27.96                 | 3.51                |   |   | 20.35  | 21.09 | 9.80  |   | 10.54   |
|  | Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade<br>Rev Bat. - Per Mile per month               |             |      |       | 1L5XX | 0.0054                |        |                       |                     |   |   |  |       |       |   |   |
|  | Interoffice Channel - Dedicated Transport - 2-Wire VG Rev Bat. -<br>Facility Termination                      |             |      |       | UITVX | 18.58                 | 17.37  | 27.96                 | 3.51                |   |   | 20.35  | 21.09 | 9.80  |   | 10.54   |
|  | Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade<br>Per Mile per month                          |             |      |       | 1L5XX | 0.0054                |        |                       |                     |   |   |  |       |       |   |   |
|  | Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade<br>Facility Termination                        |             |      |       | UITVX | 24.09                 | 26.02  | 30.78                 | 13.07               |   |   | 15.08  | 15.08 | 8.66  |   | 8.66  |
|  | Interoffice Channel - Dedicated Transport - 56 kbps - per mile<br>per month                                   |             |      |       | 1L5XX | 0.0174                |        |                       |                     |   |   |  |       |       |   |   |
|  | Interoffice Channel - Dedicated Transport - 56 kbps - Facility<br>Termination                                 |             |      |       | UITDX | 17.98                 | 17.37  | 27.96                 | 3.51                |   |   | 20.35  | 21.09 | 9.80  |   | 10.54   |
|  | Interoffice Channel - Dedicated Transport - 64 kbps - per mile<br>per month                                   |             |      |       | 1L5XX | 0.0174                |        |                       |                     |   |   |  |       |       |   |   |
|  | Interoffice Channel - Dedicated Transport - 64 kbps - Facility<br>Termination                                 |             |      |       | UITDX | 17.98                 | 17.37  | 27.96                 | 3.51                |   |   | 20.35  | 21.09 | 9.80  |   | 10.54   |
|  | Interoffice Channel - Dedicated Channel - DS1 - Per Mile per<br>month   |             |      |       | 1L5XX | 0.3562                |        |                       |                     |   |   |  |       |       |   |   |
|  | Interoffice Channel - Dedicated Transport - DS1 - Facility<br>Termination                                     |             |      |       | UITD1 | 77.86                 | 76.27  | 19.55                 | 14.99               |   |   | 20.35  | 21.09 | 9.80  |   | 10.54   |
|  | Interoffice Channel - Dedicated Transport - DS3 - Per Mile per<br>month                                       |             |      |       | 1L5XX | 2.34                  |        |                       |                     |   |   |  |       |       |   |   |
|  | Interoffice Channel - Dedicated Transport - DS3 - Facility<br>Termination per month                           |             |      |       | UITD3 | 848.99                | 176.56 | 109.04                | 105.91              |   |   | 36.84  | 36.84 | 19.01 |   | 19.01   |
|  | Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per<br>month                                     |             |      |       | 1L5XX | 2.34                  |        |                       |                     |   |   |  |       |       |   |   |
|  | Interoffice Channel - Dedicated Transport - STS-1 - Facility<br>Termination                                   |             |      |       | UITS1 | 849.30                | 176.56 | 109.04                | 105.91              |   |   | 36.84  | 36.84 | 19.01 |   | 19.01   |
|  | LOCAL CHANNEL - DEDICATED TRANSPORT   |             |      |       |       |                       |        |                       |                     |   |   |  |       |       |   |   |
|  | NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months |             |      |       |       |                       |        |                       |                     |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1   | 1           | 1    | ULDVX | ULDV2 | 17.18                 | 24.16  | 54.81                 | 4.80                |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2   | 2           | 2    | ULDVX | ULDV2 | 22.44                 | 24.16  | 54.81                 | 4.80                |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3   | 3           | 3    | UNDVX | ULDV2 | 29.34                 | 24.16  | 54.81                 | 4.80                |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. -<br>Zone 1  | 1           | 1    | ULDVX | ULDR2 | 17.18                 | 24.16  | 54.81                 | 4.80                |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. -<br>Zone 2  | 2           | 2    | ULDVX | ULDR2 | 22.44                 | 24.16  | 54.81                 | 4.80                |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. -<br>Zone 3  | 3           | 3    | ULDVX | ULDR2 | 29.34                 | 24.16  | 54.81                 | 4.80                |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1   | 1           | 1    | UNDVX | ULDV4 | 18.18                 | 24.83  | 55.52                 | 5.51                |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2   | 2           | 2    | UNDVX | ULDV4 | 23.74                 | 24.83  | 55.52                 | 5.51                |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3   | 3           | 3    | UNDVX | ULDV4 | 31.05                 | 24.83  | 55.52                 | 5.51                |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - DS1 - Zone 1  | 1           | 1    | ULDD1 | ULDF1 | 36.24                 | 233.26 | 33.18                 | 22.30               |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - DS1 - Zone 2  | 2           | 2    | ULDD1 | ULDF1 | 47.33                 | 233.26 | 33.18                 | 22.30               |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - DS1 - Zone 3  | 3           | 3    | ULDD1 | ULDF1 | 61.89                 | 233.26 | 33.18                 | 22.30               |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - DS3 - Per Mile per month  |             |      | ULDD3 | 1L5NC | 7.15                  |        |                       |                     |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - DS3 - Facility Termination  |             |      | ULDD3 | ULDF3 | 611.30                | 304.50 | 215.82                | 151.15              |   |   | 36.84  | 36.84 | 19.01 |   | 19.01   |
|  | Local Channel - Dedicated - STS-1 - Per Mile per month  |             |      | ULDS1 | 1L5NC | 7.15                  |        |                       |                     |   |   |  |       |       |   |   |
|  | Local Channel - Dedicated - STS-1 - Facility Termination  |             |      | ULDS1 | ULDFS | 599.59                | 297.20 | 215.82                | 151.15              |   |   | 20.35  | 21.09 | 9.80  |   | 10.54   |
|  | DARK FIBER  |             |      |       |       |                       |        |                       |                     |   |   |  |       |       |   |   |
|  | Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction  |             |      |       |       |                       |        |                       |                     |   |   |  |       |       |   |   |
|  | Thereof per month - Local Channel   |             |      | UDF   | 1L5DC | 58.83                 |        |                       |                     |   |   |  |       |       |   |   |
|  | NRC Dark Fiber - Local Channel  |             |      | UDF   | UDFC4 | 1,121.00              | 153.19 | 580.26                | 357.17              |   |   | 20.35  | 21.09 | 9.80  |   | 10.54   |
|  | Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction  |             |      |       |       |                       |        |                       |                     |   |   |  |       |       |   |   |
|  | Thereof per month - Interoffice Channel   |             |      | UDF   | 1L5DF | 28.74                 |        |                       |                     |   |   |  |       |       |   |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee   |   |             |          |     |       |           |                       |        |                                  |   |   |  |  |   |   |  |
|--|---|-------------|----------|-----|-------|-----------|-----------------------|--------|----------------------------------|---|---|--|--|---|---|--|
| CATEGORY                                 | RATE ELEMENTS   | Interl<br>m | Zone     | BCS | USOC  | RATES(\$) |                       |        |                                  | Attachment: 2                             |   |  |  | Exhibit: D  |   |  |
|  |   |             |          |     |       | Rec       | Nonrecurring<br>First | Add'l  | Nonrecurring Disconnect<br>First | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |  |
|  | NRC Dark Fiber - Interoffice Channel  |             | UDF      |     | UDF14 |           | 1,121.00              | 153.19 | 580.26                           | 357.17                                    |   | 20.35  | 21.09  | 9.80  | 10.54   |  |
|  | Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction<br>Thereof per month - Local Loop    |             | UDF      |     | 1L5DL | 58.83     |                       |        |                                  |   |   |  |  |   |   |  |
|  | NRC Dark Fiber - Local Loop   |             | UDF      |     | UDFL4 |           | 1,121.00              | 153.19 | 580.26                           | 357.17                                    |   | 20.35  | 21.09  | 9.80  | 10.54   |  |
| 8XX ACCESS TEN DIGIT SCREENING           |   |             |          |     |       |           |                       |        |                                  |   |   |  |  |   |   |  |
|  | 8XX Access Ten Digit Screening, Per Call  |             | OHD      |     |       | 0.0005192 |                       |        |                                  |   |   |  |  |   |   |  |
|  | 8XX Access Ten Digit Screening, Reservation Charge Per 8XX<br>Number Reserved                   |             | OHD      |     | NBRTX | 5.21      | 0.76                  |        |                                  |   |   | 20.35  | 20.35  | 13.28   | 13.28   |  |
|  | 8XX Access Ten Digit Screening, Per 8XX No. Established W/O<br>POTS Translations                |             | OHD      |     |       | 11.47     | 1.46                  |        | 7.34                             | 0.7602                                    |   | 20.35  | 20.35  | 13.28   | 13.28   |  |
|  | 8XX Access Ten Digit Screening, Per 8XX No. Established With<br>POTS Translations               |             | OHD      |     | NBFTX | 11.47     | 1.46                  |        | 7.34                             | 0.7602                                    |   | 20.35  | 20.35  | 13.28   | 13.28   |  |
|  | 8XX Access Ten Digit Screening, Customized Area of Service<br>Per 8XX Number                    |             | OHD      |     | NBFCX | 4.47      | 2.24                  |        |                                  |   |   | 20.35  | 20.35  | 13.28   | 13.28   |  |
|  | 8XX Access Ten Digit Screening, Multiple InterLATA CXR<br>Routing Per CXR Requested Per 8XX No. |             | OHD      |     | NBFMX | 5.23      | 3.00                  |        |                                  |   |   | 20.35  | 20.35  | 13.28   | 13.28   |  |
|  | 8XX Access Ten Digit Screening, Change Charge Per Request                                       |             | OHD      |     | NBFAX | 5.97      | 0.76                  |        |                                  |   |   | 20.35  | 20.35  | 13.28   | 13.28   |  |
|  | 8XX Access Ten Digit Screening, Call Handling and Destination<br>Features                       |             | OHD      |     | NBFDX | 4.47      |                       |        |                                  |   |   | 20.35  | 20.35  | 13.28   | 13.28   |  |
| LINE INFORMATION DATA BASE ACCESS (LIDB) |   |             |          |     |       |           |                       |        |                                  |   |   |  |  |   |   |  |
|  | LIDB Common Transport Per Query   |             | OQT      |     |       | 0.000354  |                       |        |                                  |   |   |  |  |   |   |  |
|  | LIDB Validation Per Query   |             | OQU      |     |       | 0.0117403 |                       |        |                                  |   |   |  |  |   |   |  |
|  | LIDB Originating Point Code Establishment or Change   |             | OQT, OQU |     | NRPBX | 48.03     |                       |        |                                  |   |   | 20.35  | 20.35  | 13.28   | 13.28   |  |
| SIGNALING (CCS7)                         |   |             |          |     |       |           |                       |        |                                  |   |   |  |  |   |   |  |
|  | CCS7 Signaling Termination, Per STP Port  |             | UDB      |     | PTSSX | 138.41    |                       |        |                                  |   |   |  |  |   |   |  |
|  | CCS7 Signaling Usage, Per TCAP Message  |             | UDB      |     |       | 0.0000918 |                       |        |                                  |   |   |  |  |   |   |  |
|  | CCS7 Signaling Connection, Per link (A link)  |             | UDB      |     | TPP++ | 17.84     | 130.84                |        |                                  |   |   | 20.35  | 20.35  | 13.32   | 13.32   |  |
|  | CCS7 Signaling Connection, Per link (B link) (also known as D<br>link)                          |             | UDB      |     | TPP++ | 17.84     | 130.84                |        |                                  |   |   | 20.35  | 20.35  | 13.32   | 13.32   |  |
|  | CCS7 Signaling Usage, Per ISUP Message  |             | UDB      |     | STU66 | 0.0000373 |                       |        |                                  |   |   |  |  |   |   |  |
|  | CCS7 Signaling Usage Surrogate, per link per LATA   |             | UDB      |     |       | 352.30    |                       |        |                                  |   |   |  |  |   |   |  |
|  | Signaling Point Code, per Originating Point Code Establishment<br>or Change, per STP            |             | UDB      |     | CCAPO | 121.77    | 121.77                |        |                                  |   |   | 20.35  | 20.35  | 13.32   | 13.32   |  |
| CALLING NAME (CNAM) SERVICE              |   |             |          |     |       |           |                       |        |                                  |   |   |  |  |   |   |  |
|  | CNAM for DB Owners, Per Query   |             | OQV      |     |       | 0.0010541 |                       |        |                                  |   |   |  |  |   |   |  |
|  | CNAM for Non DB Owners, Per Query   |             | OQV      |     |       | 0.0010541 |                       |        |                                  |   |   |  |  |   |   |  |
|  | CNAM (Non-Database Owner), NRC, applies when using the<br>Character Based User Interface (CHUI) |             | OQV      |     | CDDCH |           | 595.00                | 595.00 |                                  |   |   | 20.35  | 20.35  | 13.28   | 13.28   |  |
| OPERATOR CALL PROCESSING                 |   |             |          |     |       |           |                       |        |                                  |   |   |  |  |   |   |  |
|  | Oper. Call Processing - Oper. Provided, Per Min. - Using BST<br>LIDB                            |             |          |     |       | 1.08      |                       |        |                                  |   |   |  |  |   |   |  |
|  | Oper. Call Processing - Oper. Provided, Per Min. - Using<br>Foreign LIDB                        |             |          |     |       | 1.13      |                       |        |                                  |   |   |  |  |   |   |  |
|  | Oper. Call Processing - Fully Automated, per Call - Using BST<br>LIDB                           |             |          |     |       | 0.1010353 |                       |        |                                  |   |   |  |  |   |   |  |
|  | Oper. Call Processing - Fully Automated, per Call - Using<br>Foreign LIDB                       |             |          |     |       | 0.122818  |                       |        |                                  |   |   |  |  |   |   |  |
| INWARD OPERATOR SERVICES                 |   |             |          |     |       |           |                       |        |                                  |   |   |  |  |   |   |  |
|  | Inward Operator Services - Verification, Per Minute   |             |          |     |       | 1.03      |                       |        |                                  |   |   |  |  |   |   |  |
|  | Inward Operator Services - Verification and Emergency Interrupt<br>- Per Minute                 |             |          |     |       | 1.03      |                       |        |                                  |   |   |  |  |   |   |  |
| BRANDING - OPERATOR CALL PROCESSING      |   |             |          |     |       |           |                       |        |                                  |   |   |  |  |   |   |  |
|  | Facility based CLEC   |             |          |     |       |           |                       |        |                                  |   |   |  |  |   |   |  |
|  | Recording of Custom Branded OA Announcement   |             |          |     | CBAOS | 1,555.00  | 1,553.00              | 7.03   | 7.03                             |   |   | 19.99  | 19.99  | 19.99   | 19.99   |  |
|  | Loading of Custom Branded OA Announcement per shelf/NAV<br>per OCN                              |             |          |     | CBAOL | 240.71    | 240.71                |        |                                  |   |   | 19.99  | 19.99  |   |   |  |
| UNEP CLEC                                |   |             |          |     |       |           |                       |        |                                  |   |   |  |  |   |   |  |
|  | Recording of Custom Branded OA Announcement   |             |          |     |       | 1,555.00  | 1,555.00              |        |                                  |   |   | 19.99  | 19.99  | 19.99   | 19.99   |  |



| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|--|---|-------------|------|-----|------------|-----------|-----------------------|----------|-----------------------|---|---|---------------|-------|--|---|---|
| CATEGORY                               | RATE ELEMENTS   | Interl<br>m | Zone | BCS | USOC       | RATES(\$) |                       |          |                       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2 |       |  | Exhibit: D  |   |
|  |   |             |      |     |            | Rec       | Nonrecurring<br>First | Add'l    | Nonrecurring<br>First | Add'l                                     | SOME  | SOMAN         | SOMAN | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  | Loading of Custom Branded OA Announcement per shell/NAV<br>per OCN                |             |      |     |            |           | 240.71                | 240.71   |                       |   |   |               | SOMAN | 19.99  | 19.99   | SOMAN   |
|  | Unbranding via OLNS for UNEP CLEC   |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | Loading of OA per OCN (Regional)  |             |      |     |            |           | 1,200.00              | 1,200.00 |                       |   |   |               |       | 19.99  | 19.99   |   |
| DIRECTORY ASSISTANCE SERVICES          |   |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | DIRECTORY ASSISTANCE ACCESS SERVICE   |             |      |     |            | 0.2286787 |                       |          |                       |   |   |               |       |  |   |   |
|  | Directory Assistance Access Service Calls, Charge Per Call                        |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)                        |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | Directory Assistance Call Completion Access Service (DACC),<br>Per Call Attempt   |             |      |     |            | 0.0364771 |                       |          |                       |   |   |               |       |  |   |   |
|  | NUMBER SERVICES INTERCEPT ACCESS SERVICE  |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | Number Services Intercept Per Query   |             |      |     |            | 0.017793  |                       |          |                       |   |   |               |       |  |   |   |
| DIRECTORY TRANSPORT (DT)               |   |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | DT-Local Channel DS1  |             |      |     |            | 40.99     | 277.35                | 233.28   | 33.18                 | 22.30                                     |   |               |       | 20.35  | 10.54   | 13.32   |
|  | DT-DS1 Level Interoffice per mile   |             |      |     |            | 0.3562    |                       |          |                       |   |   |               |       |  |   | 1.40  |
|  | DT-DS1 Level Interoffice per facility termination                                 |             |      |     |            | 77.86     | 112.40                | 76.27    | 19.55                 | 14.99                                     |   |               |       | 20.35  | 10.54   | 13.32   |
|  | SWA Common Transport per Directory Assistance Access<br>Service Per Call          |             |      |     |            | 0.000271  |                       |          |                       |   |   |               |       |  |   | 1.40  |
|  | SWA Common Transport per Directory Assistance Access<br>Service Per Call Per Mile |             |      |     |            | 0.0000165 |                       |          |                       |   |   |               |       |  |   |   |
|  | Access Tandem Switching Per Directory Assistance Access<br>Service Per Call       |             |      |     |            | 0.0001875 |                       |          |                       |   |   |               |       |  |   |   |
|  | DT- Directory Assistance Interconnection Per Directory<br>Assistance Service Call |             |      |     |            | 0.00      |                       |          |                       |   |   |               |       |  |   |   |
|  | DT-Installation NRC, Per Trunk or Signaling Connection                            |             |      |     |            |           | 204.62                | 4.43     | 136.09                | 4.43                                      |   |               |       | 20.35  | 10.54   | 13.32   |
|  | DT Local Channel DS1-Incremental Cost-Manual Svc Order vs<br>Electronic           |             |      |     |            |           | 45.68                 | 1.76     | 21.75                 | 1.76                                      |   |               |       |  |   |   |
|  | DT Interface DS1-Incremental Cost-Manual Svc Order vs<br>Electronic               |             |      |     |            |           | 20.35                 | 21.09    | 9.80                  | 10.54                                     |   |               |       |  |   |   |
| DIRECTORY ASSISTANCE SERVICES          |   |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)                                     |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | Directory Assistance Data Base Service Charge Per Listing                         |             |      |     |            | 0.0485    |                       |          |                       |   |   |               |       |  |   |   |
|  | Directory Assistance Data Base Service, per month                                 |             |      |     |            | 104.13    |                       |          |                       |   |   |               |       |  |   |   |
| BRANDING - DIRECTORY ASSISTANCE        |   |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | Facility Based CLEC   |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | Recording and Provisioning of DA Custom Branded<br>Announcement                   |             |      |     |            |           | 1,555.00              | 1,553.00 | 7.03                  | 7.03                                      |   |               |       | 20.35  | 10.54   | 13.32   |
|  | Loading of Custom Branded Announcement per Switch                                 |             |      |     | AMT<br>AMT |           | 240.71                | 240.71   |                       |   |   |               |       | 20.35  | 10.54   |   |
| UNEP CLEC                              |   |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | Recording of DA Custom Branded Announcement                                       |             |      |     |            |           | 1,555.00              | 1,553.00 | 7.03                  | 7.03                                      |   |               |       | 20.35  | 10.54   | 13.32   |
|  | Loading of DA Custom Branded Announcement per Switch per<br>OCN                   |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   | 1.40  |
|  | Unbranding via OLNS for UNEP CLEC   |             |      |     |            |           | 240.71                | 240.71   |                       |   |   |               |       | 20.35  | 10.54   |   |
|  | Loading of DA per OCN (1 OCN per Order)   |             |      |     |            |           | 420.00                | 420.00   |                       |   |   |               |       | 20.35  | 10.54   |   |
|  | Loading of DA per Switch per OCN  |             |      |     |            |           | 16.00                 | 16.00    |                       |   |   |               |       | 20.35  | 10.54   |   |
| SELECTIVE ROUTING                      |   |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | Selective Routing Per Unique Line Class Code Per Request Per<br>Switch            |             |      |     | USRCR      |           | 179.60                | 179.60   |                       |   |   |               |       | 20.35  | 20.35   |   |
| VIRTUAL COLOCATION                     |   |             |      |     |            |           |                       |          |                       |   |   |               |       |  |   |   |
|  | Virtual Collocation - Application Cost  |             |      |     | EAF        |           | 2,633.00              | 2,633.00 |                       |   |   |               |       | 2.07   | 2.81  | 0.67  |
|  | Virtual Collocation - Cable Installation Cost, per cable                          |             |      |     | ESPCX      |           | 1,749.00              | 1,749.00 |                       |   |   |               |       | 2.07   | 2.81  | 0.67  |
|  | Virtual Collocation - Floor Space, per sq. ft.                                    |             |      |     | AMTFS      | 3.91      |                       |          |                       |   |   |               |       |  |   |   |
|  | Virtual Collocation - Power, per fused amp  |             |      |     | AMTFS      | 6.79      |                       |          |                       |   |   |               |       |  |   |   |
|  | Virtual Collocation - Cable Support Structure, per entrance<br>cable              |             |      |     | AMTFS      | 17.87     |                       |          |                       |   |   |               |       |  |   |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |             |      |  |      |                       |          |                       |                     |   |   |               |       |       |   |   |
|--|--|-------------|------|--|------|-----------------------|----------|-----------------------|---------------------|---|---|---------------|-------|-------|---|---|
| CATEGORY                               | RATE ELEMENTS  | Interf<br>m | Zone | BCS  | USOC | RATES(\$)             |          |                       |                     | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2 |       |       | Exhibit: D  |   |
|  |  |             |      |  |      | Nonrecurring<br>First | Add'l    | Nonrecurring<br>First | Disconnect<br>Add'l |   |   | SOME          | SOMAN | SOMAN | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |  |             |      |  |      | Rec                   |          |                       |                     |   |   |               |       |       |   |   |
|  |  |             |      | UEAN,UEA,UDN,U<br>DC,UAL,UHL,UCL,U<br>EQ,AMTFS,UDL,<br>UNCVX,UNCDCX,<br>UNCVX                    |      | 0.57                  | 11.62    | 10.38                 | 8.66                |   |   |               |       |       |   |   |
|  | Virtual Collocation - 2-wire Cross Connects (loop)   |             |      | UEAC2  |      |                       |          |                       |                     |   |   |               |       |       |   |   |
|  |  |             |      | UEAC4  |      | 0.57                  | 11.81    | 10.44                 | 8.67                |   |   |               |       |       |   |   |
|  | Virtual Collocation - 4-wire Cross Connects (loop)   |             |      | AMTFS,UDL12,<br>UDLO3,U1T48,<br>U1T12,U1T03,<br>ULDO3,ULD12,<br>ULD48,UDF                        |      | 3.03                  | 41.56    | 12.96                 | 10.34               |   |   |               |       |       |   |   |
|  | Virtual Collocation - 2-Fiber Cross Connects   |             |      | AMTFS,UDL12,<br>UDLO3,U1T48,<br>U1T12,U1T03,<br>ULDO3,ULD12,<br>ULD48,UDF                        |      | 6.06                  | 50.53    | 16.97                 | 14.35               |   |   |               |       |       |   |   |
|  | Virtual Collocation - 4-Fiber Cross Connects   |             |      | USL,UCL,AMTFS,<br>ULR,UTXD1,<br>UNC1X,ULDD1,<br>U1TD1,USLEL,<br>UNLD1                            |      | 1.32                  | 32.22    | 10.46                 | 8.75                |   |   |               |       |       |   |   |
|  | Virtual collocation - Special Access & UNE, cross-connect per DS1                                    |             |      | USL,UCL,AMTFS,U<br>E3,UTD3,UXTS1,<br>UXTD3,UNC3X,<br>UNC3X,ULDD3,<br>U1TS1,ULDS1,<br>UDLSX,UNLD3 |      | 12.32                 | 29.97    | 12.03                 | 8.99                |   |   |               |       |       |   |   |
|  | Virtual collocation - Special Access & UNE, cross-connect per DS3                                    |             |      | AMTFS  |      | 0.0031                |          |                       |                     |   |   |               |       |       |   |   |
|  | Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot     |             |      | AMTFS  |      | 0.0045                |          |                       |                     |   |   |               |       |       |   |   |
|  | Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft |             |      | AMTFS  |      |                       |          |                       |                     |   |   |               |       |       |   |   |
|  | Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable            |             |      | AMTFS  |      |                       | 555.03   |                       |                     |   |   |               |       |       |   |   |
|  | Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable     |             |      | AMTFS  |      |                       | 555.03   |                       |                     |   |   |               |       |       |   |   |
|  | Virtual Collocation Cable Records - per request  |             |      | AMTFS  |      |                       | 1,711.00 |                       |                     |   |   |               |       |       |   |   |
|  | Virtual Collocation Cable Records - VG/DSO Cable, per cable record                                   |             |      | AMTFS  |      |                       | 925.06   |                       |                     |   |   |               |       |       |   |   |
|  | Virtual Collocation Cable Records - VG/DSO Cable, per each 100 pair                                  |             |      | AMTFS  |      |                       | 18.05    |                       |                     |   |   |               |       |       |   |   |
|  | Virtual Collocation Cable Records - DS1, per T1TIE   |             |      | AMTFS  |      |                       | 8.45     |                       |                     |   |   |               |       |       |   |   |
|  | Virtual Collocation Cable Records - DS3, per T3TIE   |             |      | AMTFS  |      |                       | 29.57    |                       |                     |   |   |               |       |       |   |   |
|  | Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records                                |             |      | AMTFS  |      |                       | 279.42   |                       |                     |   |   |               |       |       |   |   |
|  | Virtual collocation - Security Escort - Basic, per half hour   |             |      | AMTFS  |      |                       | 33.15    |                       |                     |   |   |               |       |       |   |   |
|  | Virtual collocation - Security Escort - Overtime, per half hour                                      |             |      | AMTFS  |      |                       | 41.50    |                       |                     |   |   |               |       |       |   |   |
|  | Virtual collocation - Security Escort - Premium, per half hour                                       |             |      | AMTFS  |      |                       | 49.86    |                       |                     |   |   |               |       |       |   |   |
|  | Virtual collocation - Maintenance in CO - Basic, per half hour                                       |             |      | AMTFS  |      |                       | 30.64    |                       |                     |   |   |               |       |       |   |   |
|  | Virtual collocation - Maintenance in CO - Overtime, per half hour                                    |             |      | AMTFS  |      |                       | 35.77    |                       |                     |   |   |               |       |       |   |   |
|  | Virtual collocation - Maintenance in CO - Premium per half hour                                      |             |      | AMTFS  |      |                       | 40.90    |                       |                     |   |   |               |       |       |   |   |
| VIRTUAL COLLOCATION                    |  |             |      |  |      |                       |          |                       |                     |   |   |               |       |       |   |   |
|  | Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-   |             |      |  |      |                       |          |                       |                     |   |   |               |       |       |   |   |
|  | Wire Analog - Res  |             |      | UEPSR  |      | 0.30                  | 19.20    |                       | 19.20               |   |   |               |       | 20.35 | 10.54   | 13.32   |
|  |  |             |      |  |      |                       |          |                       |                     |   |   |               |       |       |   | 1.40  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |              |       |              |       |            |          |   |  |  |  |  |   |   |        |
|--|---|-------------|------|--------------|-------|--------------|-------|------------|----------|---|--|--|--|--|---|---|--------|
| CATEGORY                               | RATE ELEMENTS   | Interf<br>m | Zone | BCS          | USOC  | RATES(\$)    |       |            |          | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manualy<br>per LSR | Attachment: 2  |  |  |   | Exhibit: D  |        |
|  |   |             |      |              |       | Nonrecurring |       | Disconnect |          |   |  | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |        |
|  |   |             |      |              |       | First        | Add'l | First      | Add'l    |   |  |  |  |  |   |   | SOMECE |
|  |   |             |      |              |       | Rec          |       |            |          |   |  |  |  |  |   |   |        |
|  | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus    |             |      | UEPSP        | VE1R2 | 0.30         |       | 19.20      | 19.20    |   |  | 20.35  | 10.54  | 13.32  | 1.40  |   |        |
|  | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res  |             |      | UEPSE        | VE1R2 | 0.30         |       | 19.20      | 19.20    |   |  | 20.35  | 10.54  | 13.32  | 1.40  |   |        |
|  | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus                   |             |      | UEPSB        | VE1R2 | 0.30         |       | 19.20      | 19.20    |   |  | 20.35  | 10.54  | 13.32  | 1.40  |   |        |
|  | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN                         |             |      | UEPSX        | VE1R2 | 0.30         |       | 19.20      | 19.20    |   |  | 20.35  | 10.54  | 13.32  | 1.40  |   |        |
|  | Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN                         |             |      | UEPTX        | VE1R2 | 0.30         |       | 19.20      | 19.20    |   |  | 20.35  | 10.54  | 13.32  | 1.40  |   |        |
|  | Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1                     |             |      | UEPEX        | VE1R4 | 0.50         |       | 19.20      | 19.20    |   |  | 20.35  | 10.54  | 13.32  | 1.40  |   |        |
|  | VIRTUAL COLLOCATION   |             |      |              |       |              |       |            |          |   |  |  |  |  |   |   |        |
|  | Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting                         |             |      | UEPSR, UEPSB | VE1LS | 0.57         |       | 11.62      | 10.38    | 8.66                                      |  | 19.99  | 19.99  | 19.99  | 19.99   | 19.99   | 19.99  |
|  | PHYSICAL COLLOCATION  |             |      |              |       |              |       |            |          |   |  |  |  |  |   |   |        |
|  | Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting                        |             |      | UEPSR, UEPSB | PE1LS | 0.0318       |       | 11.94      | 11.46    |   |  | 19.99  | 19.99  | 19.99  | 19.99   | 19.99   | 19.99  |
|  | AIN SELECTIVE CARRIER ROUTING   |             |      |              |       |              |       |            |          |   |  |  |  |  |   |   |        |
|  | Regional Service Establishment  |             |      | SRC          | SRCEC |              |       | 190.638.00 |          |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | End Office Establishment  |             |      | SRC          | SRCEO |              |       | 317.55     | 3.19     | 3.19                                      |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | Query NRC, per query  |             |      | SRC          |       | 0.0206047    |       |            |          |   |  |  |  |  |   |   |        |
|  | AIN - BELL SOUTH AIN SMS ACCESS SERVICE   |             |      |              |       |              |       |            |          |   |  |  |  |  |   |   |        |
|  | AIN SMS Access Service - Service Establishment, Per State, Initial Setup                    |             |      | AIN          | CAMSE |              |       | 135.56     | 135.56   |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN SMS Access Service - Port Connection - Dial/Shared Access                               |             |      | AIN          | CAMDP |              |       | 41.75      | 41.75    |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN SMS Access Service - Port Connection - ISDN Access                                      |             |      | AIN          | CAMIP |              |       | 41.75      | 41.75    |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN SMS Access Service - User Identification Codes - Per User ID Code                       |             |      | AIN          | CAMAU |              |       | 96.63      | 96.63    |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement            |             |      | AIN          | CAMRC |              |       | 113.67     | 113.67   |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)                                  |             |      |              |       | 0.0024       |       |            |          |   |  |  |  |  |   |   |        |
|  | AIN SMS Access Service - Session, Per Minute  |             |      |              |       | 0.0820123    |       |            |          |   |  |  |  |  |   |   |        |
|  | AIN SMS Access Service - Company Performed Session, Per Minute                              |             |      |              |       | 2.27         |       |            |          |   |  |  |  |  |   |   |        |
|  | AIN - BELL SOUTH AIN TOOLKIT SERVICE  |             |      |              |       |              |       |            |          |   |  |  |  |  |   |   |        |
|  | AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup                |             |      | CAM          | BAPSC |              |       | 132.04     | 132.04   |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN Toolkit Service - Training Session, Per Customer  |             |      |              | BAPVX |              |       | 7,915.00   | 7,915.00 |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt             |             |      |              | BAPTT |              |       | 31.21      | 31.21    |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay            |             |      |              | BAPTD |              |       | 31.21      | 31.21    |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate        |             |      |              | BAPTM |              |       | 31.21      | 31.21    |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP             |             |      |              | BAPTO |              |       | 85.24      | 85.24    |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP                       |             |      |              | BAPTC |              |       | 85.24      | 85.24    |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code              |             |      |              | BAPTF |              |       | 85.24      | 85.24    |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |
|  | AIN Toolkit Service - Query Charge, Per Query   |             |      |              |       | 0.0211882    |       |            |          |   |  |  |  |  |   |   |        |
|  | AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query |             |      |              |       | 0.0054774    |       |            |          |   |  |  |  |  |   |   |        |
|  | AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes         |             |      |              |       |              |       |            |          |   |  |  |  |  |   |   |        |
|  | AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription                 |             |      | CAM          | BAPMS | 17.43        |       | 33.52      | 33.52    |   |  | 20.35  | 20.35  | 13.28  | 13.28   | 13.28   | 13.28  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee   |   |             |      |       |       |                       |           |                       |                     |   |               |       |  |   |   |
|--|---|-------------|------|-------|-------|-----------------------|-----------|-----------------------|---------------------|---|---------------|-------|--|---|---|
| CATEGORY   | RATE ELEMENTS   | Interf<br>m | Zone | BCS   | USOC  | RATES(\$)             |           |                       |                     | Svc Order<br>Submitted<br>Elec<br>per LSR | Attachment: 2 |       |  | Exhibit: D  |   |
|  |   |             |      |       |       | Nonrecurring<br>First | Add'l     | Nonrecurring<br>First | Disconnect<br>Add'l |   | SOMECH        | SOMAN | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  | AIN Toolkit Service - Special Study - Per AIN Toolkit Service<br>Subscription                       |             |      |       |       |                       | 0.1321116 | 36.23                 |                     |   |               |       | 20.35  | 20.35   | 13.28   |
|  | AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service<br>Subscription                   |             |      |       |       |                       | 17.35     | 33.52                 |                     |   |               |       | 20.35  | 20.35   | 13.28   |
|  | AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit<br>Service Subscription            |             |      |       |       |                       | 0.0511435 | 36.23                 |                     |   |               |       | 20.35  | 20.35   | 13.28   |
| ENHANCED EXTENDED LINK (EELs)  |   |             |      |       |       |                       |           |                       |                     |   |               |       |  |   |   |
| NOTE: New Density Zone 1 EELs are available in the following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Atlanta, Ga; New Orleans, LA.   |   |             |      |       |       |                       |           |                       |                     |   |               |       |  |   |   |
| NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC; and Nashville, TN.   |   |             |      |       |       |                       |           |                       |                     |   |               |       |  |   |   |
| NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.) |   |             |      |       |       |                       |           |                       |                     |   |               |       |  |   |   |
| NOTE: In All States the EEL network elements apply to ordinarily combined network elements.(No Switch As is Charge.) When ordering ordinarily combined network elements, Non-recurring rates do apply.   |   |             |      |       |       |                       |           |                       |                     |   |               |       |  |   |   |
| 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)  |   |             |      |       |       |                       |           |                       |                     |   |               |       |  |   |   |
| First 2-Wire VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 1  |   |             |      |       |       |                       |           |                       |                     |   |               |       |  |   |   |
|  | First 2-Wire VG Grade Loop(SL2) in a DS1 Interoffice<br>Transport Combination - Zone 1              |             | 1    | UNCVX | UEAL2 | 16.56                 | 108.76    | 35.47                 | 72.94               | 10.86                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | First 2-Wire VG Grade Loop(SL2) in a DS1 Interoffice<br>Transport Combination - Zone 2              |             | 2    | UNCVX | UEAL2 | 21.63                 | 108.76    | 35.47                 | 72.94               | 10.86                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | First 2-Wire VG Grade Loop(SL2) in a DS1 Interoffice<br>Transport Combination - Zone 3              |             | 3    | UNCVX | UEAL2 | 28.28                 | 108.76    | 35.47                 | 72.94               | 10.86                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | Interoffice Transport - Dedicated - DS1 combination - Per Mile<br>per month                         |             |      | UNCVX | 1L5XX | 0.3562                |           |                       |                     |   |               |       |  |   | 10.54   |
|  | Interoffice Transport - Dedicated - DS1 combination - Facility<br>Termination per month             |             |      | UNCVX | U1TF1 | 77.86                 | 171.24    | 113.12                | 70.07               | 30.90                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | DS1 Channelization System Per Month   |             |      | UNCVX | MQ1   | 80.77                 | 105.76    | 14.48                 | 3.04                | 2.74                                      |               |       |  |   | 10.54   |
|  | Voice Grade COCI - DS1 To DS0 Interface - Per Month   |             |      | UNCVX | 1D1VG | 0.91                  | 5.70      | 4.42                  |                     |   |               |       |  |   |   |
|  | Each Additional 2-Wire VG Loop(SL 2) in the same DS1<br>Interoffice Transport Combination - Zone 1  |             | 1    | UNCVX | UEAL2 | 16.56                 | 108.76    | 35.47                 | 72.94               | 10.86                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | Each Additional 2-Wire VG Loop(SL2) in the same DS1<br>Interoffice Transport Combination - Zone 2   |             | 2    | UNCVX | UEAL2 | 21.63                 | 108.76    | 35.47                 | 72.94               | 10.86                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | Each Additional 2-Wire VG Loop(SL2) in the same DS1<br>Interoffice Transport Combination - Zone 3   |             | 3    | UNCVX | UEAL2 | 28.28                 | 108.76    | 35.47                 | 72.94               | 10.86                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | Voice Grade COCI - DS1 to DS0 Channel System combination -<br>per month                             |             |      | UNCVX | 1D1VG | 0.91                  | 5.70      | 4.42                  |                     |   |               |       |  |   | 10.54   |
|  | Nonrecurring Currently Combined Network Elements Switch -As-<br>Is Charge                           |             |      | UNCVX | UNCCC | 52.73                 | 24.62     | 9.12                  | 9.12                |   |               |       | 20.35  | 21.09   | 9.80  |
| 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)  |   |             |      |       |       |                       |           |                       |                     |   |               |       |  |   |   |
|  | First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice<br>Transport Combination - Zone 1         |             | 1    | UNCVX | UEAL4 | 24.70                 | 108.76    | 35.47                 | 72.94               | 10.86                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice<br>Transport Combination - Zone 2         |             | 2    | UNCVX | UEAL4 | 32.26                 | 108.76    | 35.47                 | 72.94               | 10.86                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice<br>Transport Combination - Zone 3         |             | 3    | UNCVX | UEAL4 | 42.18                 | 108.76    | 35.47                 | 72.94               | 10.86                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | Interoffice Transport - Dedicated - DS1 combination - Per Mile<br>Per Month                         |             |      | UNCVX | 1L5XX | 0.3562                |           |                       |                     |   |               |       |  |   | 10.54   |
|  | Interoffice Transport - Dedicated - DS1 - Facility Termination Per<br>Month                         |             |      | UNCVX | U1TF1 | 77.86                 | 171.24    | 113.12                | 70.07               | 30.90                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | Channelization - Channel System DS1 to DS0 combination Per<br>Month                                 |             |      | UNCVX | MQ1   | 80.77                 | 105.76    | 14.48                 | 3.04                | 2.74                                      |               |       |  |   |   |
|  | Voice Grade COCI - DS1 to DS0 Channel System combination -<br>per month                             |             |      | UNCVX | 1D1VG | 0.91                  | 5.70      | 4.42                  |                     |   |               |       |  |   |   |
|  | Additional 4-Wire Analog Voice Grade Loop in same DS1<br>Interoffice Transport Combination - Zone 1 |             | 1    | UNCVX | UEAL4 | 24.70                 | 108.76    | 35.47                 | 72.94               | 10.86                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | Additional 4-Wire Analog Voice Grade Loop in same DS1<br>Interoffice Transport Combination - Zone 2 |             | 2    | UNCVX | UEAL4 | 32.26                 | 108.76    | 35.47                 | 72.94               | 10.86                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | Additional 4-Wire Analog Voice Grade Loop in same DS1<br>Interoffice Transport Combination - Zone 3 |             | 3    | UNCVX | UEAL4 | 42.18                 | 108.76    | 35.47                 | 72.94               | 10.86                                     |               |       | 20.35  | 21.09   | 9.80  |
|  | Voice Grade COCI - DS1 to DS0 Channel System combination -<br>per month                             |             |      | UNCVX | 1D1VG | 0.91                  | 5.70      | 4.42                  |                     |   |               |       |  |   | 10.54   |
|  | Nonrecurring Currently Combined Network Elements Switch -As-<br>Is Charge                           |             |      | UNCVX | UNCCC | 52.73                 | 24.62     | 9.12                  | 9.12                |   |               |       | 20.35  | 21.09   | 9.80  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee  |   |  |        |        |                       |        |                                     |   |   |                        |  |   |      |
|---|---|--|--------|--------|-----------------------|--------|-------------------------------------|---|---|------------------------|--|---|------|
| CATEGORY  | RATE ELEMENTS   | Interf<br>m  | BCS    | USOC   | RATES(\$)             |        |                                     | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2          |  | Exhibit: D  |      |
|   |   |  |        |        | Nonrecurring<br>First | Add'l  | Nonrecurring<br>Disconnect<br>Add'l | SOMECE                                    | SOMAN   | OSS Rates(\$)<br>SOMAN | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |      |
| 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)               | First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1        | 1  | UNCDCX | UDL56  | 31.10                 | 108.76 | 35.47                               | 72.94                                     | 10.86   | 20.35                  | 21.09  | 9.80  |      |
|   | First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2        | 2  | UNCDCX | UDL56  | 40.61                 | 108.76 | 35.47                               | 72.94                                     | 10.86   | 20.35                  | 21.09  | 9.80  |      |
|   | First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3        | 3  | UNCDCX | UDL56  | 53.11                 | 108.76 | 35.47                               | 72.94                                     | 10.86   | 20.35                  | 21.09  | 9.80  |      |
|   | Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month                          |  | UNC1X  | 1L5XX  | 0.3562                |        |                                     |   |   |                        |  |   |      |
|   | Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month              |  | UNC1X  | U1TF1  | 77.86                 | 171.24 | 113.12                              | 70.07                                     | 30.90   | 20.35                  | 21.09  | 9.80  |      |
|   | Channelization - Channel System DS1 to DS0 combination Per Month                                  |  | UNC1X  | MQ1    | 80.77                 | 105.76 | 14.48                               | 3.04                                      | 2.74  |                        |  |   |      |
|   | OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)                            |  | UNCDCX | 1D1DD  | 0.91                  | 5.70   | 4.42                                |   |   |                        |  |   |      |
|   | Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1 | 1  | UNCDCX | UDL56  | 31.10                 | 108.76 | 35.47                               | 72.94                                     | 10.86   | 20.35                  | 21.09  | 9.80  |      |
|   | Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2 | 2  | UNCDCX | UDL56  | 40.61                 | 108.76 | 35.47                               | 72.94                                     | 10.86   | 20.35                  | 21.09  | 9.80  |      |
|   | Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3 | 3  | UNCDCX | UDL56  | 53.11                 | 108.76 | 35.47                               | 72.94                                     | 10.86   | 20.35                  | 21.09  | 9.80  |      |
|   | OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)                |  | UNCDCX | 1D1DD  | 0.91                  | 5.70   | 4.42                                |   |   |                        |  |   |      |
|   | Nonrecurring Currently Combined Network Elements Switch -As Is Charge                             |  | UNC1X  | UNCCC  |                       | 52.73  | 24.62                               | 9.12                                      | 9.12  | 20.35                  | 21.09  | 9.80  |      |
|   | 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)               | First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1 | 1      | UNCDCX | UDL64                 | 31.10  | 108.76                              | 35.47                                     | 72.94   | 10.86                  | 20.35  | 21.09   | 9.80 |
|   |   | First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2 | 2      | UNCDCX | UDL64                 | 40.61  | 108.76                              | 35.47                                     | 72.94   | 10.86                  | 20.35  | 21.09   | 9.80 |
|   |   | First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3 | 3      | UNCDCX | UDL64                 | 53.11  | 108.76                              | 35.47                                     | 72.94   | 10.86                  | 20.35  | 21.09   | 9.80 |
| Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month                          |   |  | UNC1X  | 1L5XX  | 0.3562                |        |                                     |   |   |                        |  |   |      |
| Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month              |   |  | UNC1X  | U1TF1  | 77.86                 | 171.24 | 113.12                              | 70.07                                     | 30.90   | 20.35                  | 21.09  | 9.80  |      |
| Channelization - Channel System DS1 to DS0 combination Per Month                                  |   |  | UNC1X  | MQ1    | 80.77                 | 105.76 | 14.48                               | 3.04                                      | 2.74  | 20.35                  | 21.09  | 9.80  |      |
| OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)                |   |  | UNCDCX | 1D1DD  | 0.91                  | 5.70   | 4.42                                |   |   |                        |  |   |      |
| Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1 |   | 1  | UNCDCX | UDL64  | 31.10                 | 108.76 | 35.47                               | 72.94                                     | 10.86   | 20.35                  | 21.09  | 9.80  |      |
| Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2 |   | 2  | UNCDCX | UDL64  | 40.61                 | 108.76 | 35.47                               | 72.94                                     | 10.86   | 20.35                  | 21.09  | 9.80  |      |
| Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3 |   | 3  | UNCDCX | UDL64  | 53.11                 | 108.76 | 35.47                               | 72.94                                     | 10.86   | 20.35                  | 21.09  | 9.80  |      |
| OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)                |   |  | UNCDCX | 1D1DD  | 0.91                  | 5.70   | 4.42                                |   |   |                        |  |   |      |
| Nonrecurring Currently Combined Network Elements Switch -As Is Charge                             |   |  | UNC1X  | UNCCC  |                       | 52.73  | 24.62                               | 9.12                                      | 9.12  | 20.35                  | 21.09  | 9.80  |      |
| 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)                   |   | 4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1             | 1      | UNC1X  | USLXX                 | 57.73  | 228.40                              | 161.74                                    | 79.87   | 24.88                  | 20.35  | 21.09   | 9.80 |
|   |   | 4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2             | 2      | UNC1X  | USLXX                 | 75.40  | 228.40                              | 161.74                                    | 79.87   | 24.88                  | 20.35  | 21.09   | 9.80 |
|   |   | 4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3             | 3      | UNC1X  | USLXX                 | 98.59  | 228.40                              | 161.74                                    | 79.87   | 24.88                  | 20.35  | 21.09   | 9.80 |
|   | Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month                          |  | UNC1X  | 1L5XX  | 0.3562                |        |                                     |   |   |                        |  |   |      |
|   |   |  |        |        |                       |        |                                     |   |   |                        |  |   |      |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |       |      |           |                       |        |                                  | Attachment: 2                             |   |  | Exhibit: D |       |   |       |       |
|--|---|-------------|------|-------|------|-----------|-----------------------|--------|----------------------------------|---|---|--|------------|-------|---|-------|-------|
| CATEGORY                               | RATE ELEMENTS   | Interf<br>m | Zone | BCS   | USOC | RATES(\$) |                       |        |                                  | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st |            |       | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |       |       |
|  |   |             |      |       |      | Rec       | Nonrecurring<br>First | Add'l  | Nonrecurring Disconnect<br>First |   |   | SOMECH   | SOMAN      | SOMAN | SOMAN   | SOMAN | SOMAN |
|  | Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month                |             |      | UNC1X |      | 77.86     | 171.24                | 113.12 | 70.07                            | 30.90                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | Nonrecurring Currently Combined Network Elements Switch - As-Is Charge                              |             |      | UNC1X |      |           | 52.73                 | 24.62  | 9.12                             | 9.12                                      |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | <b>4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)</b>              |             |      |       |      |           |                       |        |                                  |   |   |  |            |       |   |       |       |
|  | First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1                                    |             | 1    | UNC1X |      | 57.73     | 228.40                | 161.74 | 79.87                            | 24.88                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2                                    |             | 2    | UNC1X |      | 75.40     | 228.40                | 161.74 | 79.87                            | 24.88                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3                                    |             | 3    | UNC1X |      | 98.59     | 228.40                | 161.74 | 79.87                            | 24.88                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month                            |             |      | UNC3X |      | 2.34      |                       |        |                                  |   |   |  |            |       |   |       |       |
|  | Interoffice Transport - Dedicated - DS3 - Facility Termination per month                            |             |      | UNC3X |      | 854.97    | 482.01                | 153.81 | 64.43                            | 35.43                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | DS3 to DS1 Channel System combination per month   |             |      | UNC3X |      | 222.98    | 156.02                | 49.41  | 17.12                            | 6.77                                      |   |  |            |       |   |       |       |
|  | DS3 Interface Unit (DS1 COC) combination per month  |             |      | UNC1X |      | 17.58     | 5.70                  | 4.42   |                                  |   |   |  |            |       |   |       |       |
|  | Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 1                               |             | 1    | UNC1X |      | 57.73     | 228.40                | 161.74 | 79.87                            | 24.88                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 2                               |             | 2    | UNC1X |      | 75.40     | 228.40                | 161.74 | 79.87                            | 24.88                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3                               |             | 3    | UNC1X |      | 98.59     | 228.40                | 161.74 | 79.87                            | 24.88                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | DS3 Interface Unit (DS1 COC) combination per month  |             |      | UNC1X |      | 17.58     | 5.70                  | 4.42   |                                  |   |   |  |            |       |   |       |       |
|  | Nonrecurring Currently Combined Network Elements Switch - As-Is Charge                              |             |      | UNC3X |      |           | 52.73                 | 24.62  | 9.12                             | 9.12                                      |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | <b>2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)</b>             |             |      |       |      |           |                       |        |                                  |   |   |  |            |       |   |       |       |
|  | 2-Wire/VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1                       |             | 1    | UNC1X |      | 16.56     | 108.76                | 35.47  | 72.94                            | 10.86                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | 2-Wire/VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2                       |             | 2    | UNC1X |      | 21.63     | 108.76                | 35.47  | 72.94                            | 10.86                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | 2-Wire/VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3                       |             | 3    | UNC1X |      | 28.28     | 108.76                | 35.47  | 72.94                            | 10.86                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month                      |             |      | UNC1X |      | 0.0174    |                       |        |                                  |   |   |  |            |       |   |       |       |
|  | Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month |             |      | UNC1X |      | 21.79     | 79.83                 | 44.08  | 69.32                            | 31.00                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | Nonrecurring Currently Combined Network Elements Switch - As-Is Charge                              |             |      | UNC1X |      |           | 52.73                 | 24.62  | 9.12                             | 9.12                                      |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | <b>4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)</b>             |             |      |       |      |           |                       |        |                                  |   |   |  |            |       |   |       |       |
|  | 4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1                       |             | 1    | UNC1X |      | 24.70     | 108.76                | 35.47  | 72.94                            | 10.86                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | 4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2                       |             | 2    | UNC1X |      | 32.26     | 108.76                | 35.47  | 72.94                            | 10.86                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | 4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3                       |             | 3    | UNC1X |      | 42.18     | 108.76                | 35.47  | 72.94                            | 10.86                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month                      |             |      | UNC1X |      | 0.0174    |                       |        |                                  |   |   |  |            |       |   |       |       |
|  | Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month |             |      | UNC1X |      | 27.30     | 79.83                 | 44.08  | 69.32                            | 31.00                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | Nonrecurring Currently Combined Network Elements Switch - As-Is Charge                              |             |      | UNC1X |      |           | 52.73                 | 24.62  | 9.12                             | 9.12                                      |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | <b>DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)</b>                     |             |      |       |      |           |                       |        |                                  |   |   |  |            |       |   |       |       |
|  | High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month                           |             |      | UNC3X |      | 9.19      |                       |        |                                  |   |   |  |            |       |   |       |       |
|  | High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month               |             |      | UNC3X |      | 373.47    | 240.23                | 180.87 | 106.78                           | 45.24                                     |   |  |            | 20.35 | 21.09   | 9.80  | 10.54 |
|  | Interoffice Transport - Dedicated - DS3 - Per Mile per month  |             |      | UNC3X |      | 2.34      |                       |        |                                  |   |   |  |            |       |   |       |       |



| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |         |      |       |       |                    |        |                               |        |                                      |                                      |  |  |  |  |       |
|--|--|---------|------|-------|-------|--------------------|--------|-------------------------------|--------|--------------------------------------|--------------------------------------|--|--|--|--|-------|
| CATEGORY                               | RATE ELEMENTS  | Interim | Zone | BCS   | USOC  | RATES(\$)          |        |                               |        | Svc Order Submitted Manually per LSR | Svc Order Submitted Manually per LSR | Attachment: 2  |  | Exhibit: D   |  |       |
|  |  |         |      |       |       | Nonrecurring First | Add'l  | Nonrecurring Disconnect First | Add'l  |                                      |                                      | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st |       |
|  |  |         |      |       |       |                    |        |                               |        |                                      |                                      |  |  |  |  | Rec   |
|  | Interface Transport - Dedicated - DS3 combination - Facility Termination per month     |         |      | UNC3X | U1TF3 | 854.97             | 482.01 | 153.81                        | 64.43  | 35.43                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Nonrecurring Currently Combined Network Elements Switch - As-Is Charge                 |         |      | UNC3X | UNCCC |                    | 52.73  | 24.62                         | 9.12   | 9.12                                 |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)             |         |      |       |       |                    |        |                               |        |                                      |                                      |  |  |  |  |       |
|  | High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month             |         |      | UNCSX | U1LND | 9.19               |        |                               |        |                                      |                                      |  |  |  |  |       |
|  | High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month |         |      | UNCSX | UDLS1 | 394.56             | 240.23 | 180.87                        | 106.78 | 45.24                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Interface Transport - Dedicated - STS1 combination - Per Mile per month                |         |      | UNCSX | U1LXX | 2.34               |        |                               |        |                                      |                                      |  |  |  |  |       |
|  | Interface Transport - Dedicated - STS1 combination - Facility Termination per month    |         |      | UNCSX | U1TFS | 849.30             | 482.01 | 153.81                        | 64.43  | 35.43                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Nonrecurring Currently Combined Network Elements Switch - As-Is Charge                 |         |      | UNCSX | UNCCC |                    | 52.73  | 24.62                         | 9.12   | 9.12                                 |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)                         |         |      |       |       |                    |        |                               |        |                                      |                                      |  |  |  |  |       |
|  | First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1             |         | 1    | UNCNX | U1L2X | 22.22              | 108.76 | 35.47                         | 72.94  | 10.86                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2             |         | 2    | UNCNX | U1L2X | 29.02              | 108.76 | 35.47                         | 72.94  | 10.86                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3             |         | 3    | UNCNX | U1L2X | 37.95              | 108.76 | 35.47                         | 72.94  | 10.86                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Interface Transport - Dedicated - DS1 combination - Per Mile per month                 |         |      | UNCIX | U1LXX | 0.3562             |        |                               |        |                                      |                                      |  |  |  |  |       |
|  | Interface Transport - Dedicated - DS1 combination - Facility Termination per month     |         |      | UNCIX | U1TF1 | 77.86              | 171.24 | 113.12                        | 70.07  | 30.90                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Channelization - Channel System DS1 to DS0 combination - per month                     |         |      | UNCIX | MQ1   | 80.77              | 105.76 | 14.48                         | 3.04   | 2.74                                 |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | 2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month           |         |      | UNCNX | UC1CA | 3.24               | 5.70   | 4.42                          |        |                                      |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1     |         | 1    | UNCNX | U1L2X | 22.22              | 108.76 | 35.47                         | 72.94  | 10.86                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2     |         | 2    | UNCNX | U1L2X | 29.02              | 108.76 | 35.47                         | 72.94  | 10.86                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3     |         | 3    | UNCNX | U1L2X | 37.95              | 108.76 | 35.47                         | 72.94  | 10.86                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | 2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month           |         |      | UNCNX | UC1CA | 3.24               | 5.70   | 4.42                          |        |                                      |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Nonrecurring Currently Combined Network Elements Switch - As-Is Charge                 |         |      | UNCIX | UNCCC |                    | 52.73  | 24.62                         | 9.12   | 9.12                                 |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)       |         |      |       |       |                    |        |                               |        |                                      |                                      |  |  |  |  |       |
|  | First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1                      |         | 1    | UNCIX | USLXX | 57.73              | 228.40 | 161.74                        | 79.87  | 24.88                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2                      |         | 2    | UNCIX | USLXX | 75.40              | 228.40 | 161.74                        | 79.87  | 24.88                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3                      |         | 3    | UNCIX | USLXX | 98.59              | 228.40 | 161.74                        | 79.87  | 24.88                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Interface Transport - Dedicated - STS1 combination - Per Mile per Month                |         |      | UNCSX | U1LXX | 2.34               |        |                               |        |                                      |                                      |  |  |  |  |       |
|  | Interface Transport - Dedicated - STS1 combination - Facility Termination              |         |      | UNCSX | U1TFS | 849.30             | 482.01 | 153.81                        | 64.43  | 35.43                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | STS1 to DS1 Channel System combination per month                                       |         |      | UNCSX | MQ3   | 222.98             | 156.02 | 49.41                         | 17.12  | 6.77                                 |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | DS3 Interface Unit (DS1 COCI) combination per month                                    |         |      | UNCIX | UC1D1 | 17.58              | 5.70   | 4.42                          |        |                                      |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 1                 |         | 1    | UNCIX | USLXX | 57.73              | 228.40 | 161.74                        | 79.87  | 24.88                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 2                 |         | 2    | UNCIX | USLXX | 75.40              | 228.40 | 161.74                        | 79.87  | 24.88                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | Additional DS1 Loop in STS1 Interoffice Transport Combination - Zone 3                 |         | 3    | UNCIX | USLXX | 98.59              | 228.40 | 161.74                        | 79.87  | 24.88                                |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |
|  | DS3 Interface Unit (DS1 COCI) combination per month                                    |         |      | UNCIX | UC1D1 | 17.58              | 5.70   | 4.42                          |        |                                      |                                      |  | 20.35  | 21.09  | 9.80   | 10.54 |

| CATEGORY | RATE ELEMENTS   | Interf<br>m | Zone  | BCS   | USOC  | RATES(\$)                         |                                   |  |  |   |   | Attachment: 2                     |                                   | Exhibit: D   |   |
|----------|---|-------------|-------|-------|-------|-----------------------------------|-----------------------------------|--|--|---|---|-----------------------------------|-----------------------------------|--|---|
|          |   |             |       |       |       | Svc Order<br>Submitted<br>per LSR | Svc Order<br>Submitted<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l | Svc Order<br>Submitted<br>per LSR | Svc Order<br>Submitted<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |
|          |   |             |       |       |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          |   |             |       |       |       | Rec                               | Nonrecurring<br>First             | Add'l  | Nonrecurring<br>First  | Add'l   |   | SOME                              | SOMAN                             | SOMAN  | SOMAN   |
|          | Nonrecurring Currently Combined Network Elements Switch - As-<br>Is Charge  |             |       |       | UNCC  |                                   | 52.73                             | 24.62  | 9.12   | 9.12  |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | 4-WIRE 56 Kbps DIGITAL EXTENDED LOOP WITH 56 Kbps Interoffice Transport   |             |       | UNCCX |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Combination - Zone 1  | 1           | UNCCX |       | UDL56 | 31.10                             | 108.76                            | 35.47  | 72.94  | 10.86   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | 4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport  |             |       |       |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Combination - Zone 2  | 2           | UNCCX |       | UDL56 | 40.61                             | 108.76                            | 35.47  | 72.94  | 10.86   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | 4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport  |             |       |       |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Combination - Zone 3  | 3           | UNCCX |       | UDL56 | 53.11                             | 108.76                            | 35.47  | 72.94  | 10.86   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Interoffice Transport - Dedicated - 4-wire 56 kbps combination -<br>Per Mile  |             |       |       | 1L5XX | 0.0174                            |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Interoffice Transport - Dedicated - 4-wire 56 kbps combination -<br>Facility Termination  |             |       |       | U1TD5 | 21.19                             | 79.83                             | 44.08  | 69.32  | 31.00   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Nonrecurring Currently Combined Network Elements Switch - As-<br>Is Charge  |             |       |       | UNCC  |                                   | 52.73                             | 24.62  | 9.12   | 9.12  |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | 4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps Interoffice Transport   |             |       |       |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Combination - Zone 1  | 1           | UNCCX |       | UDL64 | 31.10                             | 108.76                            | 35.47  | 72.94  | 10.86   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | 4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport  |             |       |       |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Combination - Zone 2  | 2           | UNCCX |       | UDL64 | 40.61                             | 108.76                            | 35.47  | 72.94  | 10.86   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | 4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport  |             |       |       |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Combination - Zone 3  | 3           | UNCCX |       | UDL64 | 53.11                             | 108.76                            | 35.47  | 72.94  | 10.86   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Interoffice Transport - Dedicated - 4-wire 64 kbps combination -<br>Per Mile  |             |       |       | 1L5XX | 0.0174                            |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Interoffice Transport - Dedicated - 4-wire 64 kbps combination -<br>Facility Termination  |             |       |       | U1TD6 | 21.19                             | 79.83                             | 44.08  | 69.32  | 31.00   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Nonrecurring Currently Combined Network Elements Switch - As-<br>Is Charge  |             |       |       | UNCC  |                                   | 52.73                             | 24.62  | 9.12   | 9.12  |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | ADDITIONAL NETWORK ELEMENTS   |             |       |       |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          | When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply. |             |       |       |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          | When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does not.   |             |       |       |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)                            |             |       |       |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Nonrecurring Currently Combined Network Elements Switch - As-<br>Is Charge - 2-wire/4-wire VG                                       |             |       |       | UNCC  |                                   | 52.73                             | 24.62  | 9.12   | 9.12  |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Nonrecurring Currently Combined Network Elements Switch - As-<br>Is Charge - 56/64 kbps   |             |       |       | UNCC  |                                   | 52.73                             | 24.62  | 9.12   | 9.12  |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Nonrecurring Currently Combined Network Elements Switch - As-<br>Is Charge - DS1  |             |       |       | UNCC  |                                   | 52.73                             | 24.62  | 9.12   | 9.12  |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Nonrecurring Currently Combined Network Elements Switch - As-<br>Is Charge - DS3  |             |       |       | UNCC  |                                   | 52.73                             | 24.62  | 9.12   | 9.12  |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Nonrecurring Currently Combined Network Elements Switch - As-<br>Is Charge - STS1   |             |       |       | UNCC  |                                   | 52.73                             | 24.62  | 9.12   | 9.12  |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months                 |             |       |       |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Local Channel - Dedicated - 2-Wire Voice Grade Zone 1   | 1           | UNCCX |       | UDLV2 | 17.18                             | 108.76                            | 35.47  | 72.94  | 10.86   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Local Channel - Dedicated - 2-Wire Voice Grade Zone 2   | 2           | UNCCX |       | UDLV2 | 22.44                             | 108.76                            | 35.47  | 72.94  | 10.86   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Local Channel - Dedicated - 2-Wire Voice Grade Zone 3   | 3           | UNCCX |       | UDLV2 | 29.34                             | 108.76                            | 35.47  | 72.94  | 10.86   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Local Channel - Dedicated - 4-Wire Voice Grade Zone 1   | 1           | UNCCX |       | UDLV4 | 18.18                             | 108.76                            | 35.47  | 72.94  | 10.86   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Local Channel - Dedicated - 4-Wire Voice Grade Zone 2   | 2           | UNCCX |       | UDLV4 | 23.74                             | 108.76                            | 35.47  | 72.94  | 10.86   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Local Channel - Dedicated - 4-Wire Voice Grade Zone 3   | 3           | UNCCX |       | UDLV4 | 31.05                             | 108.76                            | 35.47  | 72.94  | 10.86   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Local Channel - Dedicated - DS1 Per Month Zone 1  | 1           | UNCCX |       | UDLF1 | 36.24                             | 228.40                            | 161.74   | 79.87  | 24.88   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Local Channel - Dedicated - DS1 Per Month Zone 2  | 2           | UNCCX |       | UDLF1 | 47.33                             | 228.40                            | 161.74   | 79.87  | 24.88   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Local Channel - Dedicated - DS1 Per Month Zone 3  | 3           | UNCCX |       | UDLF1 | 61.89                             | 228.40                            | 161.74   | 79.87  | 24.88   |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Local Channel - Dedicated - DS3 - Per Mile per month  |             |       |       | 1L5NC | 7.15                              |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Local Channel - Dedicated - DS3 - Facility Termination  |             |       |       | UNCCX | 61.30                             | 595.37                            | 304.50   | 215.82   | 151.15  |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | Local Channel - Dedicated - STS-1 Per Mile per month  |             |       |       | UNCCX | 7.15                              |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Local Channel - Dedicated - STS-1 - Facility Termination  |             |       |       | UNCCX | 599.59                            | 588.07                            | 297.20   | 215.82   | 151.15  |   |                                   | 20.35                             | 21.09  | 9.80  |
|          | MULTIPLIERS   |             |       |       |       |                                   |                                   |  |  |   |   |                                   |                                   |  |   |
|          | Channelization - DS1 to DS0 Channel System  |             |       |       | MQ1   | 80.77                             | 141.67                            | 77.11  | 14.51  | 13.46   |   |                                   | 20.35                             | 9.80   | 1.18  |



| UNBUNDLED NETWORK ELEMENTS - Tennessee   |  |             |      |     |        |           |              |        |        |              |                              |   |               |       |               |       |            |       |   |   |       |
|--|--|-------------|------|-----|--------|-----------|--------------|--------|--------|--------------|------------------------------|---|---------------|-------|---------------|-------|------------|-------|---|---|-------|
| CATEGORY   | RATE ELEMENTS  | Interl<br>m | Zone | BCS | USOC   | RATES(\$) |              |        |        |              | Svc Order<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2 |       |               |       | Exhibit: D |       |   |   |       |
|  |  |             |      |     |        | Rec       | Nonrecurring |        | Add'l  | Nonrecurring |                              |   | Disconnect    | Add'l | OSS Rates(\$) |       |            |       | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |       |
|  |  |             |      |     |        |           | First        |        |        | First        |                              |   |               |       |               | SOMAN | SOMAN      | SOMAN |   |   | SOMAN |
|  | OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)                           |             |      |     | UDL    | 1.82      | 6.07         | 4.66   |        |              |                              |   |               |       | 20.35         | 9.80  | 11.49      | 1.18  |   |   |       |
|  | 2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month                                 |             |      |     | UDN    | 3.10      | 6.07         | 4.66   |        |              |                              |   |               |       | 20.35         | 9.80  | 11.49      | 1.18  |   |   |       |
|  | Voice Grade COCI - DS1 to DS0 Channel System - per month   |             |      |     | UEA    | 222.98    | 308.03       | 108.47 | 44.47  | 42.62        |                              |   |               |       | 20.35         | 9.80  | 11.49      | 1.18  |   |   |       |
|  | DS3 to DS1 Channel System per month  |             |      |     | UXTD3  | 222.98    | 308.03       | 108.47 | 44.47  | 42.62        |                              |   |               |       | 20.35         | 21.09 | 9.80       | 9.80  |   |   |       |
|  | STS1 to DS1 Channel System per month   |             |      |     | UXTS1  | 222.98    | 308.03       | 108.47 | 44.47  | 42.62        |                              |   |               |       | 20.35         | 9.80  | 11.49      | 1.18  |   |   |       |
|  | DS3 Interface Unit (DS1 COCI) used with Loop per month   |             |      |     | USL    | 17.58     | 6.07         | 4.66   |        |              |                              |   |               |       | 20.35         |       |            |       |   |   |       |
|  | DS3 Interface Unit (DS1 COCI) used with Local Channel per month                                  |             |      |     | ULDD1  |           | 6.07         | 4.66   |        |              |                              |   |               |       | 20.35         | 9.80  | 11.49      | 1.18  |   |   |       |
| Sub-Loop Feeder  |  |             |      |     |        |           |              |        |        |              |                              |   |               |       |               |       |            |       |   |   |       |
|  | Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide   |             | sw   |     | USBFG  |           |              |        |        |              |                              |   |               |       |               |       |            |       |   |   |       |
|  | Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1  |             | 1    |     | USBFG  | 39.74     | 116.00       | 40.62  | 106.82 | 18.91        |                              |   |               |       |               |       |            |       |   |   |       |
|  | Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2  |             | 2    |     | USBFG  | 51.90     | 116.00       | 40.62  | 106.82 | 18.91        |                              |   |               |       |               |       |            |       |   |   |       |
|  | Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3  |             | 3    |     | USBFG  | 67.86     | 116.00       | 40.62  | 106.82 | 18.91        |                              |   |               |       |               |       |            |       |   |   |       |
|  | Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 4  |             | 4    |     | USBFG  |           |              |        |        |              |                              |   |               |       |               |       |            |       |   |   |       |
| UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)  |  |             |      |     |        |           |              |        |        |              |                              |   |               |       |               |       |            |       |   |   |       |
| Exchange Ports   |  |             |      |     |        |           |              |        |        |              |                              |   |               |       |               |       |            |       |   |   |       |
| NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs |  |             |      |     |        |           |              |        |        |              |                              |   |               |       |               |       |            |       |   |   |       |
|  | 2-WIRE VOICE GRADE LINE PORT RATES (RES)   |             |      |     |        |           |              |        |        |              |                              |   |               |       |               |       |            |       |   |   |       |
|  | Exchange Ports - 2-Wire Analog Line Port - Res.  |             |      |     | UEPRL  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.                                   |             |      |     | UEPSR  |           |              |        |        |              |                              |   |               |       |               |       |            |       |   |   |       |
|  | Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.                                   |             |      |     | UEPRC  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.                                    |             |      |     | UEPRO  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res. |             |      |     | UEPSR  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)              |             |      |     | UEPSR  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)      |             |      |     | UEPSR  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)    |             |      |     | UEPSR  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)    |             |      |     | UEPSR  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)    |             |      |     | UEPSR  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)      |             |      |     | UEPSR  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire VG unbundled res. low usage line port with Caller ID (LUM)               |             |      |     | UEPSR  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Port - 2-Wire VG Tennessee Residence Dialing Plan without Caller ID                     |             |      |     | UEPSR  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Port - 2-Wire VG Tennessee Residence Area Plus without Caller ID                        |             |      |     | UEPSR  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | 2-Wire voice unbundled Low Usage Line Port without Caller ID                                     |             |      |     | UEPRT  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Capability   |             |      |     | UEPASC | 0.00      | 0.00         | 0.00   |        |              |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Subsequent Activity  |             |      |     | UEPVF  | 0.00      | 0.00         | 0.00   |        |              |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
| FEATURES   |  |             |      |     |        |           |              |        |        |              |                              |   |               |       |               |       |            |       |   |   |       |
| All Available Vertical Features  |  |             |      |     |        |           |              |        |        |              |                              |   |               |       |               |       |            |       |   |   |       |
|  | 2-WIRE VOICE GRADE LINE PORT RATES (BUS)   |             |      |     |        |           |              |        |        |              |                              |   |               |       |               |       |            |       |   |   |       |
|  | Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus                                 |             |      |     | UEPBL  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller ID - Bus.         |             |      |     | UEPBC  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.                                    |             |      |     | UEPBO  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |
|  | Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus. |             |      |     | UEPAV  | 1.89      | 9.93         | 9.19   | 3.66   | 2.92         |                              |   |               |       | 20.35         | 10.54 | 13.32      | 1.40  |   |   |       |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |             |      |     |       |              |       |                     |           |   |   |  |   |            |       |      |
|--|--|-------------|------|-----|-------|--------------|-------|---------------------|-----------|---|---|--|---|------------|-------|------|
| CATEGORY                               | RATE ELEMENTS  | Interl<br>m | Zone | BCS | USOC  | RATES(\$)    |       |                     |           | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2  |   | Exhibit: D |       |      |
|  |  |             |      |     |       | Nonrecurring |       | Disconnect<br>Add'l | Rates(\$) |   |   | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |            |       |      |
|  |  |             |      |     |       | Rec          | Add'l |                     | SOMECH    | SOMAN                                     | SOMAN   |  |   | SOMAN      |       |      |
|  | Exchange Ports - 2-Wire VG unbundled Incoming only port with<br>Caller ID - Bus                              |             |      |     | UEPSB | 1.89         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area<br>Calling Port Economy Option - Bus (TACC1)          |             |      |     | UEPSB | 1.89         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area<br>Calling Port Standard Option - Bus (TACC2)         |             |      |     | UEPSB | 1.89         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville<br>& Memphis Local Calling Port - Bus (B2F)      |             |      |     | UEPSB | 1.89         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville<br>& Memphis Local Calling Port                  |             |      |     | UEPSB | 1.89         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | Exchange Ports - 2-W VG unbundled TN, Business Line Inward,<br>Collierville & Memphis Local Calling Plan     |             |      |     | UEPSB | 1.89         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | Exchange Ports - 2-Wire Voice Tennessee Business Dialing<br>Plan without Caller ID                           |             |      |     | UEPWO | 1.89         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire voice unbundled Incoming Only Port without Caller ID  |             |      |     | UEPBE | 1.89         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | Capability   |             |      |     | USASC | 0.00         | 0.00  | 0.00                |           |   |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | Subsequent Activity  |             |      |     |       |              |       |                     |           |   |   |  |   |            |       |      |
| FEATURES                               |  |             |      |     |       |              |       |                     |           |   |   |  |   |            |       |      |
| All Available Vertical Features        |  |             |      |     |       |              |       |                     |           |   |   |  |   |            |       |      |
| EXCHANGE PORT RATES (DID & PBX)        |  |             |      |     |       |              |       |                     |           |   |   |  |   |            |       |      |
|  | 2-Wire VG Unbundled 2-Way PBX Trunk - Res  |             |      |     | UEPRD | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus  |             |      |     | UEPPC | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus  |             |      |     | UEPPO | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus   |             |      |     | UEPPI | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Analog Long Distance Terminal PBX Trunk - Bus   |             |      |     | UEPLD | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus  |             |      |     | UEPT2 | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire TN Outward Calling Plan PBX Trunk - Bus   |             |      |     | UEPTO | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled PBX LD Terminal Ports   |             |      |     | UEPLD | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port  |             |      |     | UEPT2 | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee<br>Calling Port  |             |      |     | UEPTO | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voca Unbundled 2-Way PBX Usage Port   |             |      |     | UEPXA | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports   |             |      |     | UEPXB | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled PBX LD DDD Terminals Port   |             |      |     | UEPXC | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled PBX LD Terminal Switchboard Port  |             |      |     | UEPXD | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled PBX LD Terminal Switchboard DID<br>Capable Port                                       |             |      |     | UEPXE | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy<br>Administrative Calling Port                       |             |      |     | UEPXL | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy<br>Room Calling Port                                 |             |      |     | UEPXM | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy<br>Administrative Calling Port TN Calling Port      |             |      |     | UEPXN | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital<br>Discount Room Calling Port                       |             |      |     | UEPXO | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | Unbundled Exchange Ports, PBX Trunk Combination,<br>Collierville and Memphis Local Calling Plan              |             |      |     | UEPA6 | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | Unbundled Exchange Ports, PBX Trunk Combination, first trunk,<br>Collierville and Memphis Local Calling Plan |             |      |     | UEPA7 | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port  |             |      |     | UEPXS | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled PBX Collierville and Memphis Calling<br>Port  |             |      |     | UEPXU | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | 2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ<br>Calling Port  |             |      |     | UEPXV | 1.79         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  | Subsequent Activity  |             |      |     | USASC | 0.00         | 0.00  | 0.00                |           |   |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
| FEATURES                               |  |             |      |     |       |              |       |                     |           |   |   |  |   |            |       |      |
| All Available Vertical Features        |  |             |      |     |       |              |       |                     |           |   |   |  |   |            |       |      |
| EXCHANGE PORT RATES (COIN)             |  |             |      |     |       |              |       |                     |           |   |   |  |   |            |       |      |
|  | Exchange Ports - Coin Port   |             |      |     | UEPVF | 0.00         | 0.00  | 0.00                |           |   |   |  | 20.35   | 10.54      | 13.32 | 1.40 |
|  |  |             |      |     |       | 2.11         | 9.93  | 9.19                | 3.66      | 2.92                                      |   |  | 20.35   | 10.54      | 13.32 | 1.40 |

[illegible]

| UNBUNDLED NETWORK ELEMENTS - Tennessee              |  |             |      |       |       |                       |       |                       |                     |   |   |  |       |   |       |
|---|--|-------------|------|-------|-------|-----------------------|-------|-----------------------|---------------------|---|---|--|-------|---|-------|
| CATEGORY  | RATE ELEMENTS  | Interf<br>m | Zone | BCS   | USOC  | RATES(\$)             |       |                       |                     | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2  |       | Exhibit: D  |       |
|   |  |             |      |       |       | Nonrecurring<br>First | Add'l | Nonrecurring<br>First | Disconnect<br>Add'l |   |   | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st |       | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |       |
|   |  |             |      |       |       |                       |       |                       |                     |   |   | SOMAN  | SOMAN | SOMAN   | SOMAN |
|   |  |             |      |       |       | Rec                   |       |                       |                     |   |   |  |       |   |       |
|   |  |             |      |       |       |                       |       |                       |                     |   |   |  |       |   |       |
|   | 2-Wire Voice Grade Loop (SL1) - Zone 3   |             | 3    | UEPRX | UEPLX | 21.32                 |       |                       |                     |   |   |  |       |   |       |
| 2-Wire Voice Grade Line Port Rates (Res)            | 2-Wire voice unbundled port - residence  |             |      | UEPRX | UEPRL | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled port with Caller ID - res   |             |      | UEPRX | UEPRC | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled port outgoing only - res  |             |      | UEPRX | UEPRO | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res |             |      | UEPRX | UEPAQ | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (ACT)                          |             |      | UEPRX | UEPAH | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)                  |             |      | UEPRX | UEPAK | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)                |             |      | UEPRX | UEPAL | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)                |             |      | UEPRX | UEPAM | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)                |             |      | UEPRX | UEPAN | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MF)                  |             |      | UEPRX | UEPAO | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundles res, low usage line port with Caller ID (LUM)                           |             |      | UEPRX | UEPAP | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire Voice Unbundled Tennessee Residence Dialing Plan without Caller ID                      |             |      | UEPRX | UEPWN | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled Tennessee Area Plus Port without Caller ID Capability                   |             |      | UEPRX | UEPRR | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled Low Usage Line Port without Caller ID Capability                        |             |      | UEPRX | UEPRT | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | FEATURES   |             |      |       |       |                       |       |                       |                     |   |   |  |       |   |       |
|   | All Features Offered   |             |      | UEPRX | UEPVF | 0.00                  | 0.00  | 0.00                  |                     |   |   | 15.69  |       |   |       |
| LOCAL NUMBER PORTABILITY                            |  |             |      |       |       |                       |       |                       |                     |   |   |  |       |   |       |
|   | Local Number Portability (1 per port)  |             |      | UEPRX | LNPCX | 0.35                  |       |                       |                     |   |   |  |       |   |       |
| NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED    |  |             |      |       |       |                       |       |                       |                     |   |   |  |       |   |       |
|   | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is                    |             |      | UEPRX | USAC2 |                       | 1.03  | 0.29                  |                     |   |   | 15.69  |       |   |       |
|   | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change              |             |      | UEPRX | USACC |                       | 1.03  | 0.29                  |                     |   |   | 15.69  |       |   |       |
|   | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update      |             |      |       |       |                       | 0.76  |                       |                     |   |   | 15.69  |       |   |       |
| ADDITIONAL NRCs                                     |  |             |      |       |       |                       |       |                       |                     |   |   |  |       |   |       |
|   | 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity                            |             |      | UEPRX | USAS2 | 0.00                  | 0.00  | 0.00                  |                     |   |   | 15.69  |       |   |       |
| 2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS) |  |             |      |       |       |                       |       |                       |                     |   |   |  |       |   |       |
| UNE Port/Loop Combination Rates                     |  |             |      |       |       |                       |       |                       |                     |   |   |  |       |   |       |
|   | 2-Wire VG Loop/Port Combo - Zone 1   | 1           |      |       |       | 14.18                 |       |                       |                     |   |   |  |       |   |       |
|   | 2-Wire VG Loop/Port Combo - Zone 2   | 2           |      |       |       | 18.01                 |       |                       |                     |   |   |  |       |   |       |
|   | 2-Wire VG Loop/Port Combo - Zone 3   | 3           |      |       |       | 23.02                 |       |                       |                     |   |   |  |       |   |       |
| UNE Loop Rates                                      |  |             |      |       |       |                       |       |                       |                     |   |   |  |       |   |       |
|   | 2-Wire Voice Grade Loop (SL1) - Zone 1   | 1           |      | UEPBX | UEPLX | 12.48                 |       |                       |                     |   |   |  |       |   |       |
|   | 2-Wire Voice Grade Loop (SL1) - Zone 2   | 2           |      | UEPBX | UEPLX | 16.31                 |       |                       |                     |   |   |  |       |   |       |
|   | 2-Wire Voice Grade Loop (SL1) - Zone 3   | 3           |      | UEPBX | UEPLX | 21.32                 |       |                       |                     |   |   |  |       |   |       |
| 2-Wire Voice Grade Line Port (Bus)                  |  |             |      |       |       |                       |       |                       |                     |   |   |  |       |   |       |
|   | 2-Wire voice unbundled port without Caller ID - bus  |             |      | UEPBX | UEPBL | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled port with Caller + E484 ID - bus  |             |      | UEPBX | UEPBC | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled port outgoing only - bus  |             |      | UEPBX | UEPBO | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus |             |      | UEPBX | UEPAV | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled incoming only port with Caller ID - Bus                                 |             |      | UEPBX | UEPBI | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |
|   | 2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)            |             |      | UEPBX | UEPAC | 1.70                  | 22.14 | 15.25                 | 8.45                | 3.91                                      |   | 15.69  |       |   |       |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|--|--|---------|------|-------|-------|-----------|--------------|-------|-------------------------------|----------------------------------|--------------------------------------|---|---|--|--|
| CATEGORY                               | RATE ELEMENTS  | Interim | Zone | BCS   | USOC  | RATES(\$) |              |       |                               | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2   |   | Exhibit: D   |  |
|  |  |         |      |       |       | Rec       | Nonrecurring |       | Nonrecurring Disconnect Add'l |                                  |                                      | Incremental Charge - Manual Svc Order vs. Electronic- 1st | Incremental Charge - Manual Svc Order vs. Electronic- Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l |
|  |  |         |      |       |       |           | First        | Add'l |                               |                                  |                                      |   |   |  |  |
|  |  |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)         |         |      | UEPBX | UEPAD | 1.70      | 22.14        | 8.45  | 15.25                         | 3.91                             | 15.69                                |   |   |  |  |
|  | 2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F) |         |      | UEPBX | UEPAE | 1.70      | 22.14        | 8.45  | 15.25                         | 3.91                             | 15.69                                |   |   |  |  |
|  | 2-Wire Voice Unbundled Tennessee Business Dialing Plan without Caller ID                     |         |      | UEPBX | UEPWO | 1.70      | 22.14        | 8.45  | 15.25                         | 3.91                             | 15.69                                |   |   |  |  |
|  | Tennessee Inward Collierville and Memphis Local Calling Plan (BUS)                           |         |      | UEPBX | UEPB2 | 1.70      | 22.14        | 8.45  | 15.25                         | 3.91                             | 15.69                                |   |   |  |  |
|  | Tennessee 2-Way Collierville and Memphis Local Calling Plan (BUS)                            |         |      | UEPBX | UEPB3 | 1.70      | 22.14        | 8.45  | 15.25                         | 3.91                             | 15.69                                |   |   |  |  |
|  | 2-Wire voice unbundled Incoming Only Port without Caller ID Capability                       |         |      | UEPBX | UEPBE | 1.70      | 22.14        | 8.45  | 15.25                         | 3.91                             | 15.69                                |   |   |  |  |
|  | LOCAL NUMBER PORTABILITY   |         |      | UEPBX | LNPCX | 0.35      |              |       |                               |                                  |                                      |   |   |  |  |
|  | Local Number Portability (1 per port)  |         |      | UEPBX | UEPVF | 0.00      | 0.00         |       | 0.00                          |                                  | 15.69                                |   |   |  |  |
|  | FEATURES   |         |      | UEPBX | USAC2 |           | 1.03         |       | 0.29                          |                                  | 15.69                                |   |   |  |  |
|  | NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED   |         |      | UEPBX | USACC |           | 1.03         |       | 0.29                          |                                  | 15.69                                |   |   |  |  |
|  | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is                  |         |      |       |       |           | 0.76         |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change            |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update    |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|  | ADDITIONAL NRCS  |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity                          |         |      | UEPBX | USAS2 | 0.00      | 0.00         |       | 0.00                          |                                  | 15.69                                |   |   |  |  |
|  | 2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)                                    |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|  | UNE Port/Loop Combination Rates  |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire VG Loop/Port Combo - Zone 1   | 1       |      |       |       | 14.18     |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire VG Loop/Port Combo - Zone 2   | 2       |      |       |       | 18.01     |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire VG Loop/Port Combo - Zone 3   | 3       |      |       |       | 23.02     |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 1  | 1       |      | UEPRG | UEPLX | 12.48     |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 2  | 2       |      | UEPRG | UEPLX | 16.31     |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 3  | 3       |      | UEPRG | UEPLX | 21.32     |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire Voice Grade Line Port Rates (RES - PBX)   |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res                                   |         |      | UEPRG | UEPRD | 1.70      | 22.14        | 8.45  | 15.25                         | 3.91                             | 15.69                                |   |   |  |  |
|  | LOCAL NUMBER PORTABILITY   |         |      | UEPRG | LNPCP | 3.15      | 0.00         |       | 0.00                          |                                  | 15.69                                |   |   |  |  |
|  | Local Number Portability (1 per port)  |         |      | UEPRG | UEPVF | 0.00      | 0.00         |       | 0.00                          |                                  | 15.69                                |   |   |  |  |
|  | FEATURES   |         |      | UEPRG | USAC2 |           | 1.03         |       | 0.29                          |                                  | 15.69                                |   |   |  |  |
|  | NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED   |         |      | UEPRG | USACC |           | 1.03         |       | 0.29                          |                                  | 15.69                                |   |   |  |  |
|  | 2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is             |         |      |       |       |           | 0.76         |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change       |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update    |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|  | ADDITIONAL NRCS  |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity                   |         |      | UEPRG | USAS2 | 0.00      | 0.00         |       | 0.00                          |                                  | 15.69                                |   |   |  |  |
|  | PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group                              |         |      |       |       |           | 14.64        |       | 14.64                         |                                  | 15.69                                |   |   |  |  |
|  | 2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)                                    |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|  | UNE Port/Loop Combination Rates  |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire VG Loop/Port Combo - Zone 1   | 1       |      |       |       | 14.18     |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire VG Loop/Port Combo - Zone 2   | 2       |      |       |       | 18.01     |              |       |                               |                                  |                                      |   |   |  |  |
|  | 2-Wire VG Loop/Port Combo - Zone 3   | 3       |      |       |       | 23.02     |              |       |                               |                                  |                                      |   |   |  |  |
|  | UNE Loop Rates   |         |      |       |       |           |              |       |                               |                                  |                                      |   |   |  |  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |         |      |       |       |           |                    |       |                    |                                  |                            |                  |               |           |  |  |
|--|--|---------|------|-------|-------|-----------|--------------------|-------|--------------------|----------------------------------|----------------------------|------------------|---------------|-----------|--|--|
| CATEGORY                               | RATE ELEMENTS  | Interim | Zone | BCS   | USOC  | RATES(\$) |                    |       |                    | Svc Order Submitted Elec per LSR | Svc Order Manually per LSR | Attachment 2     |               | Exhibit D |  |  |
|  |  |         |      |       |       | Rec       | Nonrecurring First | Add'l | Nonrecurring First |                                  |                            | Disconnect Add'l | OSS Rates(\$) |           | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Add'l |
|  |  |         |      |       |       |           |                    |       |                    |                                  |                            |                  | SOMECS        | SOMAN     |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 1  |         | 1    | UEPPX | UEPLX | 12.48     |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 2  |         | 2    | UEPPX | UEPLX | 16.31     |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 3  |         | 3    | UEPPX | UEPLX | 21.32     |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | 2-Wire Voice Grade Line Port Rates (BUS - PBX)   |         |      |       |       |           |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus   |         |      | UEPPX | UEPPC | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | Line Side Unbundled Outward PBX Trunk Port - Bus   |         |      | UEPPX | UEPPO | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | Line Side Unbundled Incoming PBX Trunk Port - Bus  |         |      | UEPPX | UEPP1 | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled PBX LD Terminal Ports   |         |      | UEPPX | UEPLD | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port                                  |         |      | UEPPX | UEPT2 | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port                                     |         |      | UEPPX | UEPTO | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled 2-Way Combination PBX Usage Port  |         |      | UEPPX | UEPXA | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports   |         |      | UEPPX | UEPXB | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled PBX LD DDD Terminals Port   |         |      | UEPPX | UEPXC | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled PBX LD Terminal Switchboard Port  |         |      | UEPPX | UEPXD | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port                                  |         |      | UEPPX | UEPXE | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port                  |         |      | UEPPX | UEPXL | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port                            |         |      | UEPPX | UEPXM | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port |         |      | UEPPX | UEPXN | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port                  |         |      | UEPPX | UEPXO | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port  |         |      | UEPPX | UEPXS | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port                                     |         |      | UEPPX | UEPXU | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Unbundled 2-Way PBX Tennessee Region/Serv Calling Port                                  |         |      | UEPPX | UEPXV | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan          |         |      | UEPPX | UEPA6 | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan                    |         |      | UEPPX | UEPA7 | 1.70      | 22.14              | 15.25 | 8.45               | 3.91                             | 15.69                      |                  |               |           |  |  |
|  | LOCAL NUMBER PORTABILITY   |         |      | UEPPX | LNQCP | 3.15      | 0.00               | 0.00  |                    |                                  | 15.69                      |                  |               |           |  |  |
|  | Local Number Portability (1 per port)  |         |      |       |       |           |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | FEATURES   |         |      |       |       |           |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | All Features Offered   |         |      |       |       |           | 0.00               | 0.00  |                    |                                  | 15.69                      |                  |               |           |  |  |
|  | NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED   |         |      |       |       |           |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | 2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is                     |         |      | UEPPX | USAC2 |           | 1.03               | 0.29  |                    |                                  | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change               |         |      | UEPPX | USACC |           | 1.03               | 0.29  |                    |                                  | 15.69                      |                  |               |           |  |  |
|  | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update            |         |      |       |       |           | 0.76               |       | *                  |                                  | 15.69                      |                  |               |           |  |  |
|  | ADDITIONAL NRCs  |         |      |       |       |           |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | 2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity                           |         |      | UEPPX | USAS2 | 0.00      | 0.00               | 0.00  |                    |                                  | 15.69                      |                  |               |           |  |  |
|  | PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group                                      |         |      |       |       |           | 14.64              | 14.64 |                    |                                  | 15.69                      |                  |               |           |  |  |
|  | UNE Port/Loop Combination Rates  |         |      |       |       |           |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | 2-Wire VG Coin Port/Loop Combo - Zone 1  |         | 1    |       |       | 14.18     |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | 2-Wire VG Coin Port/Loop Combo - Zone 2  |         | 2    |       |       | 18.01     |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | 2-Wire VG Coin Port/Loop Combo - Zone 3  |         | 3    |       |       | 23.02     |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | UNE Loop Rates   |         |      |       |       |           |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 1   |         | 1    | UEPCO | UEPLX | 12.48     |                    |       |                    |                                  |                            |                  |               |           |  |  |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 2   |         | 2    | UEPCO | UEPLX | 16.31     |                    |       |                    |                                  |                            |                  |               |           |  |  |



| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |         |      |       |       |                    |       |                               |       | Attachment: 2                    |                                      | Exhibit: D   |   |
|--|---|---------|------|-------|-------|--------------------|-------|-------------------------------|-------|----------------------------------|--------------------------------------|--|---|
| CATEGORY                               | RATE ELEMENTS   | Interim | Zone | BCS   | USOC  | RATES(\$)          |       |                               |       | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st |
|  |   |         |      |       |       | Nonrecurring First | Add'l | Nonrecurring Disconnect First | Add'l | SOMECH                           | SOMAN                                | SOMAN  | SOMAN   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 3  |         | 3    | UEPCO | UEPLX | 21.32              |       |                               |       |                                  |                                      |  |   |
|  | 2-Wire Voice Grade Line Ports (COIN)  |         |      |       |       |                    |       |                               |       |                                  |                                      |  |   |
|  | 2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)                            |         |      | UEPCO | UEPTB | 1.70               | 22.14 | 8.45                          | 3.91  |                                  | 15.69                                |  |   |
|  | 2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)              |         |      | UEPCO | UEPRP | 1.70               | 22.14 | 8.45                          | 3.91  |                                  | 15.69                                |  |   |
|  | 2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)                                   |         |      | UEPCO | UEPTA | 1.70               | 22.14 | 8.45                          | 3.91  |                                  | 15.69                                |  |   |
|  | 2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN) |         |      | UEPCO | UEPCA | 1.70               | 22.14 | 8.45                          | 3.91  |                                  | 15.69                                |  |   |
|  | 2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)                                 |         |      | UEPCO | UEPTC | 1.70               | 22.14 | 8.45                          | 3.91  |                                  | 15.69                                |  |   |
|  | 2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)    |         |      | UEPCO | UEPOT | 1.70               | 22.14 | 8.45                          | 3.91  |                                  | 15.69                                |  |   |
|  | 2-Wire 2-Way Smartline with 900/976 (all states except LA)  |         |      | UEPCO | UEPOK | 1.88               |       |                               |       |                                  | 15.69                                |  |   |
|  | 2-Wire Coin Outward Smartline with 900/976 (all states except LA)                                 |         |      | UEPCO | UEPOR | 1.88               |       |                               |       |                                  | 15.69                                |  |   |
|  | ADDITIONAL UNE COIN PORT/LOOP (RC)  |         |      |       |       |                    |       |                               |       |                                  |                                      |  |   |
|  | UNE Coin Port/Loop Combo Usage (Flat Rate)  |         |      | UEPCO | UEPCU | 3.45               | 0.00  |                               |       |                                  | 15.69                                |  |   |
|  | Local Number Portability (1 per port)   |         |      | UEPCO | LNPOX | 0.35               |       |                               |       |                                  |                                      |  |   |
|  | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is                       |         |      | UEPCO | USAC2 |                    | 1.03  | 0.29                          |       |                                  | 15.69                                |  |   |
|  | 2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change                 |         |      | UEPCO | USACC |                    | 1.03  | 0.29                          |       |                                  | 15.69                                |  |   |
|  | 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity                               |         |      | UEPCO | USAS2 | 0.00               | 0.00  | 0.00                          |       |                                  | 15.69                                |  |   |
|  | 2-WIRE VOICE LOOP/2-WIRE VOICE GRADE IO TRANSPORT/2-WIRE LINE PORT (RES)                          |         |      |       |       |                    |       |                               |       |                                  |                                      |  |   |
|  | UNE Port/Loop Combination Rates   |         |      |       |       |                    |       |                               |       |                                  |                                      |  |   |
|  | 2-Wire VG Loop/IO Transport/Port Combo - Zone 1   |         | 1    |       |       | 18.45              |       |                               |       |                                  |                                      |  |   |
|  | 2-Wire VG Loop/IO Transport/Port Combo - Zone 2   |         | 2    |       |       | 23.52              |       |                               |       |                                  |                                      |  |   |
|  | 2-Wire VG Loop/IO Transport/Port Combo - Zone 3   |         | 3    |       |       | 30.17              |       |                               |       |                                  |                                      |  |   |
|  | UNE Loop Rates  |         |      |       |       |                    |       |                               |       |                                  |                                      |  |   |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 1  |         | 1    | UEPFR | UECF2 | 16.56              |       |                               |       |                                  |                                      |  |   |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 2  |         | 2    | UEPFR | UECF2 | 21.63              |       |                               |       |                                  |                                      |  |   |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 3  |         | 3    | UEPFR | UECF2 | 28.28              |       |                               |       |                                  |                                      |  |   |
|  | 2-Wire Voice Grade Line Port Rates (Res)  |         |      |       |       |                    |       |                               |       |                                  |                                      |  |   |
|  | 2-Wire voice unbundled port - residence   |         |      | UEPFR | UEPRL | 1.89               | 84.99 | 57.39                         | 20.56 |                                  | 15.69                                |  |   |
|  | 2-Wire voice unbundled port with Caller ID - res  |         |      | UEPFR | UEPRC | 1.89               | 84.99 | 57.39                         | 20.56 |                                  | 15.69                                |  |   |
|  | 2-Wire voice unbundled port outgoing only - res   |         |      | UEPFR | UEPRO | 1.89               | 84.99 | 57.39                         | 20.56 |                                  | 15.69                                |  |   |
|  | 2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res    |         |      | UEPFR | UEPAQ | 1.89               | 84.99 | 57.39                         | 20.56 |                                  | 15.69                                |  |   |
|  | 2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)                             |         |      | UEPFR | UEPAH | 1.89               | 84.99 | 57.39                         | 20.56 |                                  | 15.69                                |  |   |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2F)                     |         |      | UEPFR | UEPAK | 1.89               | 84.99 | 57.39                         | 20.56 |                                  | 15.69                                |  |   |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)                   |         |      | UEPFR | UEPAL | 1.89               | 84.99 | 57.39                         | 20.56 |                                  | 15.69                                |  |   |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)                   |         |      | UEPFR | UEPAM | 1.89               | 84.99 | 57.39                         | 20.56 |                                  | 15.69                                |  |   |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (IME2X)                   |         |      | UEPFR | UEPAN | 1.89               | 84.99 | 57.39                         | 20.56 |                                  | 15.69                                |  |   |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)                     |         |      | UEPFR | UEPAO | 1.89               | 84.99 | 57.39                         | 20.56 |                                  | 15.69                                |  |   |
|  | 2-Wire voice unbundles res, low usage line port with Caller ID (LUM)                              |         |      | UEPFR | UEPAP | 1.89               | 84.99 | 57.39                         | 20.56 |                                  | 15.69                                |  |   |
|  | 2-Wire Voice Unbundled Tennessee Residence Dialing Plan without Caller ID                         |         |      | UEPFR | UEPWN | 1.89               | 84.99 | 57.39                         | 20.56 |                                  | 15.69                                |  |   |
|  | INTEROFFICE TRANSPORT   |         |      |       |       |                    |       |                               |       |                                  |                                      |  |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee                                     |  |             |      |       |       |           |              |       |                     |   |   |             |            |   |   |
|--|--|-------------|------|-------|-------|-----------|--------------|-------|---------------------|---|---|-------------|------------|---|---|
| CATEGORY   | RATE ELEMENTS  | Interl<br>m | Zone | BCS   | USOC  | RATES(\$) |              |       |                     | Svc Order<br>Submitted<br>Elec<br>per LSR | Attachment: 2                                 |             | Exhibit: D |   |   |
|  |  |             |      |       |       | Rec       | Nonrecurring |       | Disconnect<br>Add'l |   | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental |            | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |  |             |      |       |       |           | First        | Add'l |                     |   |   | First       | Add'l      |   |   |
|  | Interface Transport - Dedicated - 2 Wire Voice Grade - Facility Termination                    |             |      | UEPFR | U1TV2 | 18.58     | 55.39        | 17.37 | 27.96               | 3.51                                      |   |             |            |   |   |
|  | Interface Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile               |             |      | UEPFR | 1LSXX | 0.0174    |              |       |                     |   |   |             |            |   |   |
| FEATURES   | All Features Offered   |             |      | UEPFR | UEPVF | 0.00      | 0.00         | 0.00  |                     |   | 15.69   |             |            |   |   |
| LOCAL NUMBER PORTABILITY   | Local Number Portability (1 per port)  |             |      | UEPFR | LNPOX | 0.35      |              |       |                     |   |   |             |            |   |   |
| NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED                           | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port  |             |      | UEPFR | USAC2 |           | 16.94        |       |                     |   | 15.69   |             |            |   |   |
|  | Combination - Conversion - Switch-as-is  |             |      | UEPFR | USACC |           | 16.94        | 3.72  |                     |   | 15.69   |             |            |   |   |
|  | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port  |             |      | UEPFR |       |           |              |       |                     |   |   |             |            |   |   |
|  | Combination - Conversion - Switch-With-Charge  |             |      | UEPFR |       |           |              |       |                     |   |   |             |            |   |   |
| 2-WIRE VOICE LOOP/ 2-WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS) |  |             |      |       |       |           |              |       |                     |   |   |             |            |   |   |
| UNE Port/Loop Combination Rates  |  |             |      |       |       |           |              |       |                     |   |   |             |            |   |   |
|  | 2-Wire VG Loop/IO Transport/Port Combo - Zone 1  |             | 1    |       |       | 18.45     |              |       |                     |   |   |             |            |   |   |
|  | 2-Wire VG Loop/IO Transport/Port Combo - Zone 2  |             | 2    |       |       | 23.52     |              |       |                     |   |   |             |            |   |   |
|  | 2-Wire VG Loop/IO Transport/Port Combo - Zone 3  |             | 3    |       |       | 30.17     |              |       |                     |   |   |             |            |   |   |
| UNE Loop Rates   |  |             |      |       |       |           |              |       |                     |   |   |             |            |   |   |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 1   |             | 1    | UEPFB | UECF2 | 16.56     |              |       |                     |   |   |             |            |   |   |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 2   |             | 2    | UEPFB | UECF2 | 21.63     |              |       |                     |   |   |             |            |   |   |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 3   |             | 3    | UEPFB | UECF2 | 28.28     |              |       |                     |   |   |             |            |   |   |
| 2-Wire Voice Grade Line Port (Bus)   |  |             |      |       |       |           |              |       |                     |   |   |             |            |   |   |
|  | 2-Wire voice unbundled port without Caller ID - bus  |             |      | UEPFB | UEPBL | 1.89      | 84.99        | 57.39 | 32.36               | 20.56                                     | 15.69   |             |            |   |   |
|  | 2-Wire voice unbundled port with Caller + E484 ID - bus  |             |      | UEPFB | UEPBC | 1.89      | 84.99        | 57.39 | 32.36               | 20.56                                     | 15.69   |             |            |   |   |
|  | 2-Wire voice unbundled port outgoing only - bus  |             |      | UEPFB | UEPBO | 1.89      | 84.99        | 57.39 | 32.36               | 20.56                                     | 15.69   |             |            |   |   |
|  | 2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus |             |      | UEPFB | UEPAV | 1.89      | 84.99        | 57.39 | 32.36               | 20.56                                     | 15.69   |             |            |   |   |
|  | 2-Wire voice unbundled incoming only port with Caller ID - Bus                                 |             |      | UEPFB | UEPBI | 1.89      | 84.99        | 57.39 | 32.36               | 20.56                                     | 15.69   |             |            |   |   |
|  | 2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)            |             |      | UEPFB | UEPAC | 1.89      | 84.99        | 57.39 | 32.36               | 20.56                                     | 15.69   |             |            |   |   |
|  | 2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)           |             |      | UEPFB | UEPAD | 1.89      | 84.99        | 57.39 | 32.36               | 20.56                                     | 15.69   |             |            |   |   |
|  | 2-Wire voice unbundled Tennessee Bus 2-Way Collerville and Memphis Local Calling Port (B2F)    |             |      | UEPFB | UEPAE | 1.89      | 84.99        | 57.39 | 32.36               | 20.56                                     | 15.69   |             |            |   |   |
|  | 2-Wire Voice Unbundled Tennessee Business Dialing Plan without Caller ID                       |             |      | UEPFB | UEPWO | 1.89      | 84.99        | 57.39 | 32.36               | 20.56                                     | 15.69   |             |            |   |   |
|  | Tennessee Inward Collerville and Memphis Local Calling Plan (BUS)                              |             |      | UEPFB | UEPB2 | 1.89      | 84.99        | 57.39 | 32.36               | 20.56                                     | 15.69   |             |            |   |   |
|  | Tennessee 2-Way Collerville and Memphis Local Calling Plan (BUS)                               |             |      | UEPFB | UEPB3 | 1.89      | 84.99        | 57.39 | 32.36               | 20.56                                     | 15.69   |             |            |   |   |
| LOCAL NUMBER PORTABILITY   | Local Number Portability (1 per port)  |             |      | UEPFB | LNPOX | 0.35      |              |       |                     |   |   |             |            |   |   |
| INTEROFFICE TRANSPORT  | Interface Transport - Dedicated - 2 Wire Voice Grade - Facility Termination                    |             |      | UEPFB | U1TV2 | 18.58     | 55.39        | 17.37 | 27.96               | 3.51                                      |   |             |            |   |   |
|  | Interface Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile               |             |      | UEPFB | 1LSXX | 0.0174    |              |       |                     |   |   |             |            |   |   |
| FEATURES   | All Features Offered   |             |      | UEPFB | UEPVF | 0.00      | 0.00         | 0.00  |                     |   | 15.69   |             |            |   |   |
| NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED                           | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port  |             |      | UEPFB | USAC2 |           | 16.94        | 3.72  |                     |   | 15.69   |             |            |   |   |
|  | Combination - Conversion - Switch-as-is  |             |      | UEPFB | USACC |           | 16.94        | 3.72  |                     |   | 15.69   |             |            |   |   |
|  | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port  |             |      | UEPFB |       |           |              |       |                     |   |   |             |            |   |   |
|  | Combination - Conversion - Switch with charge  |             |      | UEPFB |       |           |              |       |                     |   |   |             |            |   |   |
| 2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)                  |  |             |      |       |       |           |              |       |                     |   |   |             |            |   |   |
| UNE Port/Loop Combination Rates  |  |             |      |       |       |           |              |       |                     |   |   |             |            |   |   |
|  | 2-Wire VG Loop/IO Transport/Port Combo - Zone 1  |             | 1    |       |       | 18.45     |              |       |                     |   |   |             |            |   |   |
|  | 2-Wire VG Loop/IO Transport/Port Combo - Zone 2  |             | 2    |       |       | 23.52     |              |       |                     |   |   |             |            |   |   |



| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |         |      |       |       |                    |       |                               |                                  | Attachment 2                         |  |  | Exhibit D  |  |  |
|--|--|---------|------|-------|-------|--------------------|-------|-------------------------------|----------------------------------|--------------------------------------|--|--|--|--|--|
| CATEGORY                               | RATE ELEMENTS  | Interim | Zone | BCS   | USOC  | RATES(\$)          |       |                               | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st |
|  |  |         |      |       |       | Nonrecurring First | Add'l | Nonrecurring Disconnect Add'l | SOMECH                           | SOMAN                                | OSS Rates(\$)  | SOMAN  | SOMAN  | SOMAN  | SOMAN  |
|  | 2-Wire VG Loop/IO Transport/Port Combo - Zone 3  |         | 3    |       |       | 30.17              |       |                               |                                  |                                      |  |  |  |  |  |
|  | UNE Loop Rates   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 1   |         | 1    | UEPFP | UECF2 | 16.56              |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 2   |         | 2    | UEPFP | UECF2 | 21.63              |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 3   |         | 3    | UEPFP | UECF2 | 26.28              |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Grade Line Port Rates (BUS - PBX)   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | Line Side Unbundled Outward PBX Trunk Port - Bus   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | Line Side Unbundled Incoming PBX Trunk Port - Bus  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled PBX LD Terminal Ports   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port                                  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port                                     |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled 2-Way Combination PBX Usage Port  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled PBX LD DDD Terminals Port   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled PBX LD Terminal Switchboard Port  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port                                  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port                  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port                            |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port                  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port                                     |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port                                   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | LOCAL NUMBER PORTABILITY   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | Local Number Portability (1 per port)  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | INTEROFFICE TRANSPORT  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination                        |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile                   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | FEATURES   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | All Features Offered   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | Combination - Conversion - Switch-as-is  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | Combination - Conversion - Switch with change  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | Combination - Conversion - Switch with change  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-WIRE VOICE GRADE LOOP - BUS ONLY - WITH 2-WIRE DID TRUNK PORT                                      |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | UNE Port/Loop Combination Rates  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1  |         | 1    |       |       | 18.38              |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2  |         | 2    |       |       | 19.87              |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3  |         | 3    |       |       | 24.78              |       |                               |                                  |                                      |  |  |  |  |  |
|  | UNE Loop Rates   |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1  |         | 1    | UEPFX | UECD1 | 9.60               |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2  |         | 2    | UEPFX | UECD1 | 11.09              |       |                               |                                  |                                      |  |  |  |  |  |
|  | 2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3  |         | 3    | UEPFX | UECD1 | 16.00              |       |                               |                                  |                                      |  |  |  |  |  |
|  | UNE Port Rate  |         |      |       |       |                    |       |                               |                                  |                                      |  |  |  |  |  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|--|---|-------------|------|-------------|-------|-----------|-----------------------|--------|-----------------------|---|---------------------|--------|------------|--|
| CATEGORY                               | RATE ELEMENTS   | Interl<br>m | Zone | BCS         | USOC  | RATES(\$) |                       |        |                       | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2       |        | Exhibit: D |  |
|  |   |             |      |             |       | Rec       | Nonrecurring<br>First | Add'l  | Nonrecurring<br>First |   | Disconnect<br>Add'l | SOMECH | SOMAN      | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st |
|  | Exchange Ports - 2-Wire DID Port  |             |      | UEPPX       | UEPD1 | 8.78      | 45.44                 | 29.94  | 8.45                  | 3.91  |                     | 30.89  | 7.03       |  |
|  | NONRECURRING CHARGES - CURRENTLY COMBINED   |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|  | 2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is                  |             |      | UEPPX       | USAC1 |           | 8.76                  | 5.75   |                       |   |                     | 30.89  | 7.03       |  |
|  | 2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Charges |             |      | UEPPX       | USA1C |           | 8.76                  | 5.75   |                       |   |                     | 30.89  | 7.03       |  |
|  | Telephone Number/Trunk Group Establishment Charges  |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|  | DID Trunk Termination (One Per Port)  |             |      | UEPPX       | NDT   | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | Additional DID Numbers for each Group of 20 DID Numbers                                     |             |      | UEPPX       | ND4   | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | DID Numbers, Non- consecutive DID Numbers, Per Number                                       |             |      | UEPPX       | ND5   | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | Reserve Non-Consecutive DID numbers   |             |      | UEPPX       | ND6   | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | Reserve DID Numbers   |             |      | UEPPX       | NDV   | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | LOCAL NUMBER PORTABILITY  |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|  | Local Number Portability (1 per port)   |             |      | UEPPX       | LNPOP | 3.15      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | 2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT                      |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|  | UNE Port/Loop Combination Rates   |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|  | 2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1                      |             | 1    | UEPPB UEPPR |       | 32.27     |                       |        |                       |   |                     |        |            |  |
|  | 2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2                      |             | 2    | UEPPB UEPPR |       | 34.78     |                       |        |                       |   |                     |        |            |  |
|  | 2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3                      |             | 3    | UEPPB UEPPR |       | 44.32     |                       |        |                       |   |                     |        |            |  |
|  | UNE Loop Rates  |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|  | 2-Wire ISDN Digital Grade Loop - UNE Zone 1   |             | 1    | UEPPB UEPPR | USL2X | 18.20     |                       |        |                       |   |                     |        |            |  |
|  | 2-Wire ISDN Digital Grade Loop - UNE Zone 2   |             | 2    | UEPPB UEPPR | USL2X | 18.71     |                       |        |                       |   |                     |        |            |  |
|  | 2-Wire ISDN Digital Grade Loop - UNE Zone 3   |             | 3    | UEPPB UEPPR | USL2X | 28.25     |                       |        |                       |   |                     |        |            |  |
|  | UNE Port Rate   |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|  | Exchange Port - 2-Wire ISDN Line Side Port  |             |      | UEPPB UEPPR | UEPPB | 16.07     | 141.75                | 118.37 | 49.20                 | 43.26   |                     | 19.99  | 19.99      |  |
|  | NONRECURRING CHARGES - CURRENTLY COMBINED   |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|  | 2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion        |             |      | UEPPB UEPPR | USACB | 0.00      | 117.23                | 117.23 |                       |   |                     | 19.99  | 19.99      |  |
|  | ADDITIONAL NRCs   |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|  | 2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Achy - Non Feature/Add Trunk          |             |      | UEPPB UEPPR | USASB |           | 212.88                |        |                       |   |                     | 19.99  | 19.99      |  |
|  | LOCAL NUMBER PORTABILITY  |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|  | Local Number Portability (1 per port)   |             |      | UEPPB UEPPR | LNPOX | 0.35      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | B-CHANNEL USER PROFILE ACCESS:  |             |      | UEPPB UEPPR | U1UCA | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | CVS/CSD (DMS/5ESS)  |             |      | UEPPB UEPPR | U1UCB | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | CVS (EWSG)  |             |      | UEPPB UEPPR | U1UCC | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | CSD   |             |      | UEPPB UEPPR | U1UCD | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS,SC,MS,& TN)                           |             |      | UEPPB UEPPR | U1UCD | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | CVS/CSD (DMS/5ESS)  |             |      | UEPPB UEPPR | U1UCD | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | CVS (EWSG)  |             |      | UEPPB UEPPR | U1UCF | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | CSD   |             |      | UEPPB UEPPR | U1UCF | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | USER TERMINAL PROFILE   |             |      | UEPPB UEPPR | U1UMA | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | User Terminal Profile (EWSG only)   |             |      | UEPPB UEPPR | U1UMA | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | VERTICAL FEATURES   |             |      | UEPPB UEPPR | UEPVF | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | All Vertical Features - One per Channel B User Profile                                      |             |      | UEPPB UEPPR | UEPVF | 0.00      | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | Interface Channel mileage each, including first mile and facilities termination             |             |      | UEPPB UEPPR | M1GNC | 17.91     | 53.99                 | 17.37  |                       |   | 19.99               | 19.99  |            |  |
|  | Interface Channel mileage each, additional mile   |             |      | UEPPB UEPPR | M1GNC | 0.173     | 0.00                  | 0.00   |                       |   |                     |        |            |  |
|  | 4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT                             |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|  | UNE Port/Loop Combination Rates   |             |      |             |       |           |                       |        |                       |   |                     |        |            |  |
|  | 4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1                             |             | 1    | UEPPP       |       | 132.58    |                       |        |                       |   |                     |        |            |  |
|  | 4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2                             |             | 2    | UEPPP       |       | 150.25    |                       |        |                       |   |                     |        |            |  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |         |      |       |       |           |                    |        |                    | Attachment: 2                    |                                      | Exhibit: D  |  |
|--|--|---------|------|-------|-------|-----------|--------------------|--------|--------------------|----------------------------------|--------------------------------------|---|--|
| CATEGORY                               | RATE ELEMENTS  | Interim | Zone | BCS   | USOC  | RATES(\$) |                    |        |                    | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- 1st | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st |
|  |  |         |      |       |       | Rec       | Nonrecurring First | Add'l  | Nonrecurring First | SOMECE                           | SOMAN                                | SOMAN   | SOMAN  |
|  | 4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3                                    |         | 3    | UEPPP |       | 173.44    |                    |        |                    |                                  |                                      |   |  |
|  | UNE Loop Rates   |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | 4-Wire DS1 Digital Loop - UNE Zone 1   |         | 1    | UEPPP | USL4P | 57.73     |                    |        |                    |                                  |                                      |   |  |
|  | 4-Wire DS1 Digital Loop - UNE Zone 2   |         | 2    | UEPPP | USL4P | 75.40     |                    |        |                    |                                  |                                      |   |  |
|  | 4-Wire DS1 Digital Loop - UNE Zone 3   |         | 3    | UEPPP | USL4P | 98.59     |                    |        |                    |                                  |                                      |   |  |
|  | UNE Port Rate  |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | Exchange Ports - 4-Wire ISDN DS1 Port  |         |      | UEPPP |       | 74.85     | 415.53             | 366.90 | 89.28              |                                  | 19.99                                | 19.99   |  |
|  | NONRECURRING CHARGES - CURRENTLY COMBINED  |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | 4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port                                       |         |      | UEPPP |       |           |                    |        |                    |                                  |                                      |   |  |
|  | Combination - Conversion - Switch-as-is  |         |      |       | USACP | 0.00      | 328.53             | 328.53 |                    |                                  | 19.99                                | 19.99   |  |
|  | ADDITIONAL NRCS  |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | 4-Wire DS1 Loop/4-Wire ISDN Digi Trk Port - Subseqt Actv- Inward/Two way Tel Nos. (except NC)      |         |      | UEPPP | PR7TF |           | 0.94               |        |                    |                                  | 19.99                                | 19.99   |  |
|  | 4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)  |         |      | UEPPP | PR7TO |           | 22.36              | 22.36  |                    |                                  | 19.99                                | 19.99   |  |
|  | 4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers                 |         |      | UEPPP | PR7ZT |           | 44.71              | 44.70  |                    |                                  | 19.99                                | 19.99   |  |
|  | LOCAL NUMBER PORTABILITY   |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | Local Number Portability (1 per port)  |         |      | UEPPP | LNPN  | 1.75      |                    |        |                    |                                  |                                      |   |  |
|  | Voice/Data   |         |      | UEPPP | PR7TV | 0.00      | 0.00               | 0.00   |                    |                                  |                                      |   |  |
|  | Digital Data   |         |      | UEPPP | PR7TD | 0.00      | 0.00               | 0.00   |                    |                                  |                                      |   |  |
|  | Inward Data  |         |      | UEPPP | PR7TE | 0.00      | 0.00               | 0.00   |                    |                                  |                                      |   |  |
|  | New or Additional "B" Channel  |         |      | UEPPP |       |           |                    |        |                    |                                  |                                      |   |  |
|  | New or Additional - Voice/Data B Channel   |         |      | UEPPP | PR7BV | 0.00      | 28.39              |        |                    |                                  | 19.99                                | 19.99   |  |
|  | New or Additional - Digital Data B Channel   |         |      | UEPPP | PR7BF | 0.00      | 29.11              |        |                    |                                  | 19.99                                | 19.99   |  |
|  | New or Additional Inward Data B Channel  |         |      | UEPPP | PR7BD | 0.00      | 29.39              |        |                    |                                  | 19.99                                | 19.99   |  |
|  | CALL TYPES   |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | Inward   |         |      | UEPPP | PR7C1 | 0.00      | 0.00               | 0.00   |                    |                                  |                                      |   |  |
|  | Outward  |         |      | UEPPP | PR7C0 | 0.00      | 0.00               | 0.00   |                    |                                  |                                      |   |  |
|  | Two-way  |         |      | UEPPP | PR7CC | 0.00      | 0.00               | 0.00   |                    |                                  |                                      |   |  |
|  | Interface Channel Mileage  |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | Fixed Each Including First Mile  |         |      | UEPPP | 1LN1A | 78.1825   | 145.98             | 109.85 | 19.55              |                                  | 19.99                                | 19.99   |  |
|  | Each Airline-Fractional Additional Mile  |         |      | UEPPP | 1LN1B | 0.3525    |                    |        |                    |                                  |                                      |   |  |
|  | 4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT   |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | UNE Port/Loop Combination Rates  |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | 4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1   |         | 1    | UEPDC |       | 93.28     |                    |        |                    |                                  |                                      | 19.99   | 19.99  |
|  | 4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2   |         | 2    | UEPDC |       | 110.95    |                    |        |                    |                                  |                                      | 19.99   | 19.99  |
|  | 4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3   |         | 3    | UEPDC |       | 134.14    |                    |        |                    |                                  |                                      | 19.99   | 19.99  |
|  | UNE Loop Rates   |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | 4-Wire DS1 Digital Loop - UNE Zone 1   |         | 1    | UEPDC | USLDC | 57.53     |                    |        |                    |                                  |                                      |   |  |
|  | 4-Wire DS1 Digital Loop - UNE Zone 2   |         | 2    | UEPDC | USLDC | 75.40     |                    |        |                    |                                  |                                      |   |  |
|  | 4-Wire DS1 Digital Loop - UNE Zone 3   |         | 3    | UEPDC | USLDC | 98.59     |                    |        |                    |                                  |                                      |   |  |
|  | UNE Port Rate  |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | 4-Wire DDITS Digital Trunk Port  |         |      | UEPDC | UDD1T | 35.55     | 342.80             | 257.87 | 61.41              |                                  | 19.99                                | 19.99   |  |
|  | NONRECURRING CHARGES - CURRENTLY COMBINED  |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | 4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is                       |         |      | UEPDC | USAC4 |           | 312.91             | 312.91 |                    |                                  | 19.99                                | 19.99   |  |
|  | 4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes        |         |      | UEPDC | USAWA |           | 312.91             | 312.91 |                    |                                  | 19.99                                | 19.99   |  |
|  | 4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk     |         |      | UEPDC | USAWB |           | 312.91             | 312.91 |                    |                                  | 19.99                                | 19.99   |  |
|  | ADDITIONAL NRCS  |         |      |       |       |           |                    |        |                    |                                  |                                      |   |  |
|  | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order          |         |      | UEPDC | USAS4 |           | 94.88              | 94.88  |                    |                                  |                                      |   |  |
|  | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk |         |      | UEPDC | UDTTA |           | 108.67             | 108.67 |                    |                                  | 19.99                                | 19.99   |  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |
|--|--|---------|------|-------|--------|--------------------|--------|-------------------------------|-------|----------------------------------|--------------------------------------|---------------|-------|--|--|
| CATEGORY                               | RATE ELEMENTS  | Interim | Zone | BCS   | USOC   | RATES(\$)          |        |                               |       | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 |       | Exhibit: D                                   |  |
|  |  |         |      |       |        | Nonrecurring First | Add'l  | Nonrecurring Disconnect First | SOME  |                                  |                                      | SOMAN         | OSS   | Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st |
|  | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk                                   |         |      | UEPDC | UDTIB  | 108.67             | 108.67 |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - Inward Trunk w/out DID                                |         |      | UEPDC | UDTTC  | 108.67             | 108.67 |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Chan Activation Per Chan - Inward Trunk with DID                                |         |      | UEPDC | UDTID  | 108.67             | 108.67 |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Chan Activation / Chan - 2-Way DID w User Trans                                 |         |      | UEPDC | UDTTE  | 108.67             | 108.67 |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | <b>BIPOLAR 8 ZERO SUBSTITUTION</b>   |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |
|  | BBZS - Superframe Format   |         |      | UEPDC | CCOSF  | 0.00               | 590.00 |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | BBZS - Extended Superframe Format  |         |      | UEPDC | CCOEF  | 0.00               | 590.00 |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | Alternate Mark Inversion   |         |      | UEPDC | MCOSF  | 0.00               | 0.00   |                               |       |                                  |                                      |               |       |  |  |
|  | AMI - Superframe Format  |         |      | UEPDC | MCOPX  | 0.00               | 0.00   |                               |       |                                  |                                      |               |       |  |  |
|  | AMI - Extended Superframe Format   |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |
|  | Telephone Number/Trunk Group Establishment Charges   |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |
|  | Telephone Number for 2-Way Trunk Group   |         |      | UEPDC | UDTGX  | 0.00               |        |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | Telephone Number for 1-Way Outward Trunk Group   |         |      | UEPDC | UDTGY  | 0.00               |        |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | Telephone Number for 1-Way Inward Trunk Group Without DID  |         |      | UEPDC | UDTGZ  | 0.00               |        |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | DID Numbers for each Group of 20 DID Numbers   |         |      | UEPDC | ND4    | 0.00               |        |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | DID Numbers, Non- consecutive DID Numbers , Per Number   |         |      | UEPDC | ND5    | 0.00               |        |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | Reserve Non-Consecutive DID Nos.   |         |      | UEPDC | ND6    | 0.00               | 0.00   |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | Reserve DID Numbers  |         |      | UEPDC | NDV    | 0.00               | 0.00   |                               |       |                                  |                                      |               |       |  |  |
|  | <b>Dedicated DS1 (Interface Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port</b>                     |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |
|  | Interface Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)  |         |      | UEPDC | 1LNO1  | 75.83              | 145.98 | 19.66                         | 14.99 |                                  |                                      |               |       |  |  |
|  | Interface Channel Mileage - Additional rate per mile - 0-8 miles   |         |      | UEPDC | 1LNOA  | 0.3525             | 0.00   |                               |       |                                  |                                      |               |       |  |  |
|  | Interface Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)   |         |      | UEPDC | 1LNO2  | 0.00               | 0.00   |                               |       |                                  |                                      |               |       |  |  |
|  | Interface Channel Mileage - Additional rate per mile - 9-25 miles  |         |      | UEPDC | 1LNOB  | 0.3525             | 0.00   |                               |       |                                  |                                      |               |       |  |  |
|  | Interface Channel Mileage - Fixed rate 25+ miles (Facilities Termination)  |         |      | UEPDC | 1LNO3  | 0.00               | 0.00   |                               |       |                                  |                                      |               |       |  |  |
|  | Interface Channel Mileage - Additional rate per mile - 25+ miles   |         |      | UEPDC | 1LNO4  | 0.3525             | 0.00   |                               |       |                                  |                                      |               |       |  |  |
|  | Local Number Portability, per DSO Activated  |         |      | UEPDC | LNPCP  | 3.15               | 0.00   |                               |       |                                  |                                      |               |       |  |  |
|  | Central Office Terminating Point   |         |      | UEPDC | CTG    | 0.00               |        |                               |       |                                  |                                      |               |       |  |  |
|  | <b>4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT</b>   |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |
|  | System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations  |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |
|  | Each System can have up to 24 combinations of rates depending on type and number of ports used   |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |
|  | <b>UNE DS1 Loop</b>  |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |
|  | 4-Wire DS1 Loop - UNE Zone 1   |         | 1    | UEPMG | USLDC  | 57.73              | 0.00   |                               |       |                                  |                                      |               |       |  |  |
|  | 4-Wire DS1 Loop - UNE Zone 2   |         | 2    | UEPMG | USLDC  | 75.40              | 0.00   |                               |       |                                  |                                      |               |       |  |  |
|  | 4-Wire DS1 Loop - UNE Zone 3   |         | 3    | UEPMG | USLDC  | 98.59              | 0.00   |                               |       |                                  |                                      |               |       |  |  |
|  | <b>UNE DSO Channelization Capacities (D4 Channel Bank Configurations)</b>  |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |
|  | 24 DSO Channel Capacity - 1 per DS1  |         |      | UEPMG | VUM24  | 131.87             | 0.00   |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 48 DSO Channel Capacity - 1 per 2 DS1s   |         |      | UEPMG | VUM48  | 263.74             | 0.00   |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 96 DSO Channel Capacity - 1 per 4 DS1s   |         |      | UEPMG | VUM96  | 527.48             | 0.00   |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 144 DSO Channel Capacity - 1 per 6 DS1s  |         |      | UEPMG | VUM144 | 791.42             | 0.00   |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 192 DSO Channel Capacity - 1 per 8 DS1s  |         |      | UEPMG | VUM192 | 827.76             | 0.00   |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 240 DSO Channel Capacity - 1 per 10 DS1s   |         |      | UEPMG | VUM240 | 1,318.70           | 0.00   |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 288 DSO Channel Capacity - 1 per 12 DS1s   |         |      | UEPMG | VUM288 | 1,582.44           | 0.00   |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 384 DSO Channel Capacity - 1 per 16 DS1s   |         |      | UEPMG | VUM384 | 2,109.92           | 0.00   |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 480 DSO Channel Capacity - 1 per 20 DS1s   |         |      | UEPMG | VUM480 | 2,637.40           | 0.00   |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 576 DSO Channel Capacity - 1 per 24 DS1s   |         |      | UEPMG | VUM576 | 3,164.88           | 0.00   |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | 672 DSO Channel Capacity - 1 per 28 DS1s   |         |      | UEPMG | VUM672 | 3,692.36           | 0.00   |                               |       |                                  |                                      |               | 19.99 | 19.99  |  |
|  | <b>Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System</b> |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |
|  | <b>A Minimum System Configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.</b>        |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |
|  | <b>Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.</b>      |         |      |       |        |                    |        |                               |       |                                  |                                      |               |       |  |  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |       |       |           |                       |        |                       | Attachment: 2                             |   |  |  | Exhibit: D  |   |
|--|---|-------------|------|-------|-------|-----------|-----------------------|--------|-----------------------|---|---|--|--|---|---|
| CATEGORY                               | RATE ELEMENTS   | Interl<br>m | Zone | BCS   | USOC  | RATES(\$) |                       |        |                       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |   |             |      |       |       | Rec       | Nonrecurring<br>First | Add'l  | Nonrecurring<br>First | Disconnect<br>Add'l                       | SOMECH  | SOMAN  | SOMAN  | SOMAN   | SOMAN   |
|  | NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes   |             |      | UEPMG | USAC4 | 0.00      | 303.61                | 15.74  |                       |   |   | 19.99  | 19.99  |   |   |
|  | System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSAs  |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | 1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fee Activation   |             |      | UEPMG | VUMD4 | 0.00      | 704.68                | 441.48 | 138.36                | 16.41                                     |   | 19.99  |  |   |   |
|  | Bipolar 8 Zero Substitution   |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | Clear Channel Capability Format, superframe - Subsequent Activity Only  |             |      | UEPMG | CCOSF | 0.00      | 0.00                  | 590.00 |                       |   |   |  |  |   |   |
|  | Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only  |             |      | UEPMG | CCOEF | 0.00      | 0.00                  | 590.00 |                       |   |   |  |  |   |   |
|  | Alternate Mark Inversion (AMI)  |             |      | UEPMG | MCOSF | 0.00      | 0.00                  | 0.00   |                       |   |   |  |  |   |   |
|  | Superframe Format   |             |      | UEPMG | MCOSF | 0.00      | 0.00                  | 0.00   |                       |   |   |  |  |   |   |
|  | Extended Superframe Format  |             |      | UEPMG | MCOPD | 0.00      | 0.00                  | 0.00   |                       |   |   |  |  |   |   |
|  | Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port  |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | Exchange Ports  |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | Line Side Combination Channelized PBX Trunk Port - Business   |             |      | UEPPX | UEPPX | 1.70      | 0.00                  | 0.00   | 0.00                  | 0.00                                      |   | 30.89  | 7.03   |   |   |
|  | Line Side Outward Channelized PBX Trunk Port - Business   |             |      | UEPPX | UEPPX | 1.70      | 0.00                  | 0.00   | 0.00                  | 0.00                                      |   | 30.89  | 7.03   |   |   |
|  | Line Side Inward Only Channelized PBX Trunk Port without DID  |             |      | UEPPX | UEPPX | 1.70      | 0.00                  | 0.00   | 0.00                  | 0.00                                      |   | 30.89  | 7.03   |   |   |
|  | 2-Wire Trunk Side Unbundled Channelized DID Trunk Port  |             |      | UEPPX | UEPPX | 8.97      | 0.00                  | 0.00   | 0.00                  | 0.00                                      |   | 30.89  | 7.03   |   |   |
|  | Feature Activations - Unbundled Loop Concentration  |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | Feature (Service) Activation for each Line Port Terminated in D4 Bank (Includes Q.1.4, P50.1, P.50.498)   |             |      | UEPPX | 1PQMM | 2.02      | 23.94                 | 12.64  | 3.82                  | 3.80                                      |   | 30.89  | 7.03   |   |   |
|  | Feature (Service) Activation for each Trunk Port Terminated in D4 Bank (Includes Q.1.4, P50.1, P.50.498)  |             |      | UEPPX | 1PQWU | 2.02      | 73.67                 | 17.37  | 54.09                 | 10.57                                     |   | 30.89  | 7.03   |   |   |
|  | Telephone Number/ Group Establishment Charges for DID Service   |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | DID Trunk Termination (1 per Port)  |             |      | UEPPX | NDT   | 0.00      | 0.00                  | 0.00   |                       |   |   |  |  |   |   |
|  | DID Numbers - groups of 20 - Valid all States   |             |      | UEPPX | ND4   | 0.00      | 0.00                  | 0.00   |                       |   |   |  |  |   |   |
|  | Non-Consecutive DID Numbers - per number  |             |      | UEPPX | ND5   | 0.00      | 0.00                  | 0.00   |                       |   |   |  |  |   |   |
|  | Reserve Non-Consecutive DID Numbers   |             |      | UEPPX | ND6   | 0.00      | 0.00                  | 0.00   |                       |   |   |  |  |   |   |
|  | Reserve DID Numbers   |             |      | UEPPX | NDV   | 0.00      | 0.00                  | 0.00   |                       |   |   |  |  |   |   |
|  | Local Number Portability  |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | Local Number Portability - 1 per port   |             |      | UEPPX | LNPCP | 3.15      | 0.00                  | 0.00   |                       |   |   |  |  |   |   |
|  | Local Switching Features Offered with Line Side Ports Only  |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | All Features Available  |             |      | UEPPX | UEPVF | 0.00      | 0.00                  | 0.00   |                       |   |   |  |  |   |   |
|  | UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES   |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.  |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | This includes:  |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for and users with 4 or more DSO equivalent lines.   |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).  |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference. |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | The Market Rate for unbundled ports includes all available features in all states.  |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).   |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | For Not Currently Combined scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section.   |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | Additional NRCs may apply also and are categorized accordingly.   |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | 2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)   |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | UNE Port/Loop Combination Rates   |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | 2-Wire VG Loop/Port Combo - Zone 1  | 1           |      |       |       | 26.48     |                       |        |                       |   |   |  |  |   |   |
|  | 2-Wire VG Loop/Port Combo - Zone 2  | 2           |      |       |       | 30.31     |                       |        |                       |   |   |  |  |   |   |
|  | 2-Wire VG Loop/Port Combo - Zone 3  | 3           |      |       |       | 35.32     |                       |        |                       |   |   |  |  |   |   |
|  | UNE Loop Rates  |             |      |       |       |           |                       |        |                       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 1  | 1           |      |       |       | 12.48     |                       |        |                       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 2  | 2           |      |       |       | 16.31     |                       |        |                       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 3  | 3           |      |       |       | 21.32     |                       |        |                       |   |   |  |  |   |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |         |      |       |       |                    |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|--|--|---------|------|-------|-------|--------------------|-------|-------|-------|----------------------------------|--------------------------------------|--|--|--|--|------------|--|--|
| CATEGORY                               | RATE ELEMENTS  | Interim | Zone | BCS   | USOC  | RATES(\$)          |       |       |       | Svc Order Submitted ELEC per LSR | Svc Order Submitted Manually per LSR | Attachment: 2                                |  |  |  | Exhibit: D |  |  |
|  |  |         |      |       |       | Nonrecurring First | Add'l | First | Add'l |                                  |                                      | Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st |            |  |  |
|  |  |         |      |       |       |                    |       |       |       |                                  |                                      |  |  |  |  | Rec        |  |  |
|  | 2-Wire Voice Grade Line Port (Res)   |         |      |       |       |                    |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | 2-Wire voice unbundled port - residence  |         |      | UEPRX | UEPRL | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled port with Caller ID - res   |         |      | UEPRX | UEPRC | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled port outgoing only - res  |         |      | UEPRX | UEPRO | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res |         |      | UEPRX | UEPAQ | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)                  |         |      | UEPRX | UEPAK | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)                |         |      | UEPRX | UEPAL | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)                |         |      | UEPRX | UEPAM | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)                |         |      | UEPRX | UEPAN | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MF)                  |         |      | UEPRX | UEPAO | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundles res, low usage line port with Caller ID (LUM)                           |         |      | UEPRX | UEPAP | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled Low Usage Line Port without Caller ID Capability                        |         |      | UEPRX | UEPRT | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire Voice Unbundled Tennessee Residence Dialing Plan without Caller ID                      |         |      | UEPRX | UEPWN | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled Tennessee Area Plus Port without Caller ID Capability                   |         |      | UEPRX | UEPRR | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | LOCAL NUMBER PORTABILITY   |         |      |       |       |                    |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | Local Number Portability (1 per port)  |         |      | UEPRX | LNPCX | 0.35               |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | FEATURES   |         |      | UEPRX | UEPVF | 0.00               | 0.00  |       | 0.00  |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | ALL Features Offered   |         |      |       |       |                    |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | NONRECURRING CHARGES - CURRENTLY COMBINED  |         |      |       |       |                    |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | 2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is                                 |         |      | UEPRX | USAC2 |                    | 41.50 |       | 41.50 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire Voice Grade Loop / Line Port Combination - Switch with change                           |         |      | UEPRX | USACC |                    | 41.50 |       | 41.50 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | ADDITIONAL NRCs  |         |      |       |       |                    |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent                               |         |      | UEPRX | USAS2 | 0.00               | 0.00  |       | 0.00  |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)  |         |      |       |       |                    |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | UNE Port/Loop Combination Rates  |         |      |       |       |                    |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | 2-Wire VG Loop/Port Combo - Zone 1   | 1       |      |       |       | 26.48              |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | 2-Wire VG Loop/Port Combo - Zone 2   | 2       |      |       |       | 30.31              |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | 2-Wire VG Loop/Port Combo - Zone 3   | 3       |      |       |       | 35.32              |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | UNE Loop Rates   |         |      |       |       |                    |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 1   | 1       |      | UEPBX | UEPLX | 12.48              |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 2   | 2       |      | UEPBX | UEPLX | 16.31              |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 3   | 3       |      | UEPBX | UEPLX | 21.32              |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | 2-Wire Voice Grade Line Port (Bus)   |         |      |       |       |                    |       |       |       |                                  |                                      |  |  |  |  |            |  |  |
|  | 2-Wire voice unbundled port without Caller ID - bus  |         |      | UEPBX | UEPBL | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled port with Caller + E484 ID - bus  |         |      | UEPBX | UEPBC | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled port outgoing only - bus  |         |      | UEPBX | UEPBO | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus |         |      | UEPBX | UEPAV | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)            |         |      | UEPBX | UEPAC | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)           |         |      | UEPBX | UEPAD | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)   |         |      | UEPBX | UEPAE | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |
|  | 2-Wire voice unbundled Incoming Only Port without Caller ID Capability                         |         |      | UEPBX | UEPBE | 14.00              | 90.00 |       | 90.00 |                                  |                                      | 30.89  |  | 7.03   |  |            |  |  |



| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |             |      |       |       |           |                       |       |       | Attachment-2                              |   |  |  | Exhibit: D  |   |
|--|--|-------------|------|-------|-------|-----------|-----------------------|-------|-------|---|---|--|--|---|---|
| CATEGORY                               | RATE ELEMENTS  | Interl<br>m | Zone | BCS   | USOC  | RATES(\$) |                       |       |       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |  |             |      |       |       | Rec       | Nonrecurring<br>First | Add'l | First | Nonrecurring<br>Disconnect<br>Add'l       | SOME  | SOMAN  | OSS Rates(\$)<br>SOMAN   | SOMAN   | SOMAN   |
|  | 2-Wire Voice Unbundled Tennessee Business Dialing Plan<br>without Caller ID                  |             |      | UEPBX | UEPWO | 14.00     | 90.00                 | 90.00 |       |   |   |  | 30.89  | 7.03  |   |
|  | LOCAL NUMBER PORTABILITY   |             |      | UEPBX | LNPCX | 0.35      |                       |       |       |   |   |  |  |   |   |
|  | Local Number Portability (1 per port)  |             |      | UEPBX | UEPWF | 0.00      | 0.00                  | 0.00  |       |   |   |  | 30.89  | 7.03  |   |
|  | FEATURES   |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | All Features Offered   |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | NONRECURRING CHARGES - CURRENTLY COMBINED  |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is<br>change                     |             |      | UEPBX | USAC2 |           | 41.50                 | 41.50 |       |   |   |  | 30.89  | 7.03  |   |
|  | 2-Wire Voice Grade Loop / Line Port Combination - Switch with<br>change                      |             |      | UEPBX | USACC |           | 41.50                 | 41.50 |       |   |   |  | 30.89  | 7.03  |   |
|  | ADDITIONAL NRCS  |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | NRC - 2-Wire Voice Grade Loop/Line Port Combination -<br>Subsequent                          |             |      | UEPBX | USAS2 | 0.00      | 0.00                  | 0.00  |       |   |   |  | 30.89  | 7.03  |   |
|  | 2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)                                    |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | UNE Port/Loop Combination Rates  |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire VG Loop/Port Combo - Zone 1   | 1           |      |       |       | 26.48     |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire VG Loop/Port Combo - Zone 2   | 2           |      |       |       | 30.31     |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire VG Loop/Port Combo - Zone 3   | 3           |      |       |       | 35.32     |                       |       |       |   |   |  |  |   |   |
|  | UNE Loop Rates   |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 1   | 1           |      | UEPRG | UEPLX | 12.48     |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 2   | 2           |      | UEPRG | UEPLX | 16.31     |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 3   | 3           |      | UEPRG | UEPLX | 21.32     |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Line Port Rates (RES - PBX)   |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire VG Unbundled Combination 2-Way PBX Trunk Port -<br>Res                                |             |      | UEPRG | UEPRD | 14.00     | 90.00                 | 90.00 |       |   |   |  | 30.89  | 7.03  |   |
|  | LOCAL NUMBER PORTABILITY   |             |      | UEPRG | LNPCP | 3.15      | 0.00                  | 0.00  |       |   |   |  |  |   |   |
|  | Local Number Portability (1 per port)  |             |      | UEPRG | UEPWF | 0.00      | 0.00                  | 0.00  |       |   |   |  | 30.89  | 7.03  |   |
|  | FEATURES   |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | All Features Offered   |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | NONRECURRING CHARGES - CURRENTLY COMBINED  |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is<br>Change                      |             |      | UEPRG | USAC2 |           | 41.50                 | 41.50 |       |   |   |  | 30.89  | 7.03  |   |
|  | 2-Wire Voice Grade Loop/ Line Port Combination - Switch with<br>Change                       |             |      | UEPRG | USACC |           | 41.50                 | 41.50 |       |   |   |  | 30.89  | 7.03  |   |
|  | ADDITIONAL NRCS  |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire Loop/Line Side Port Combination - Non feature -<br>Subsequent Activity - Nonrecurring |             |      |       |       |           |                       |       |       |   |   |  | 30.89  | 7.03  |   |
|  | PBX Subsequent Activity - Change/Rearrange Multiline Hunt<br>Group                           |             |      |       |       |           |                       |       |       |   |   |  | 30.89  | 7.03  |   |
|  | 2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)                                    |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | UNE Port/Loop Combination Rates  |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire VG Loop/Port Combo - Zone 1   | 1           |      |       |       | 26.48     |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire VG Loop/Port Combo - Zone 2   | 2           |      |       |       | 30.31     |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire VG Loop/Port Combo - Zone 3   | 3           |      |       |       | 35.32     |                       |       |       |   |   |  |  |   |   |
|  | UNE Loop Rates   |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 1   | 1           |      | UEPPX | UEPLX | 12.48     |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 2   | 2           |      | UEPPX | UEPLX | 16.31     |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 3   | 3           |      | UEPPX | UEPLX | 21.32     |                       |       |       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Line Port Rates (BUS - PBX)   |             |      |       |       |           |                       |       |       |   |   |  |  |   |   |
|  | Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus                                   |             |      | UEPPX | UEPPC | 14.00     | 90.00                 | 90.00 |       |   |   |  | 30.89  | 7.03  |   |
|  | Line Side Unbundled Outward PBX Trunk Port - Bus   |             |      | UEPPX | UEPPO | 14.00     | 90.00                 | 90.00 |       |   |   |  | 30.89  | 7.03  |   |
|  | Line Side Unbundled Incoming PBX Trunk Port - Bus  |             |      | UEPPX | UEPPI | 14.00     | 90.00                 | 90.00 |       |   |   |  | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled PBX LD Terminal Ports   |             |      | UEPPX | UEPLD | 14.00     | 90.00                 | 90.00 |       |   |   |  | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled 2-Way Combination PBX Tennessee<br>Calling Port                       |             |      | UEPPX | UEPT2 | 14.00     | 90.00                 | 90.00 |       |   |   |  | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee<br>Calling Port                          |             |      | UEPPX | UEPTO | 14.00     | 90.00                 | 90.00 |       |   |   |  | 30.89  | 7.03  |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |             |      |       |       |           |                       |       |                       | Attachment: 2                             |  | Exhibit: D  |   |
|--|--|-------------|------|-------|-------|-----------|-----------------------|-------|-----------------------|---|--|---|---|
| CATEGORY                               | RATE ELEMENTS  | Interl<br>m | Zone | BCS   | USOC  | RATES(\$) |                       |       |                       | Svc Order<br>Submitted<br>Elec<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |  |             |      |       |       | Rec       | Nonrecurring<br>First | Add'l | Nonrecurring<br>First | SOME                                      | SOMAN  | SOMAN   | SOMAN   |
|  | 2-Wire Voice Unbundled 2-Way Combination PBX Usage Port  |             |      | UEPPX | UEPXA | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports   |             |      | UEPPX | UEPXB | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled PBX LD DDD Terminal Ports   |             |      | UEPPX | UEPXC | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled PBX LD Terminal Switchboard Port  |             |      | UEPPX | UEPXD | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port                              |             |      | UEPPX | UEPXE | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port              |             |      | UEPPX | UEPXL | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port                        |             |      | UEPPX | UEPXM | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN         |             |      | UEPPX | UEPXN | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port              |             |      | UEPPX | UEPXO | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port  |             |      | UEPPX | UEPXS | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled PBX Collville and Memphis Calling Port                                    |             |      | UEPPX | UEPXU | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port                               |             |      | UEPPX | UEPXV | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | Tennessee PBX 2-Way Combo Each Additional Trunk Collville and Memphis Local Calling Plan         |             |      | UEPPX | UEPAB | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | Tennessee PBX 2-Way Combo First Trunk Collville and Memphis Local Calling Plan                   |             |      | UEPPX | UEPA7 | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | LOCAL NUMBER PORTABILITY   |             |      | UEPPX | LNPCL | 3.15      | 0.00                  | 0.00  |                       |   |  |   |   |
|  | Local Number Portability (1 per port)  |             |      | UEPPX | UEPVF | 0.00      | 0.00                  | 0.00  |                       |   | 30.89  | 7.03  |   |
|  | FEATURES   |             |      | UEPPX |       |           |                       |       |                       |   |  |   |   |
|  | ALL Features Offered   |             |      | UEPPX |       |           |                       |       |                       |   |  |   |   |
|  | NONRECURRING CHARGES - CURRENTLY COMBINED  |             |      |       |       |           |                       |       |                       |   |  |   |   |
|  | 2-Wire Voice Grade Loop/ Line Port Combination - Switch As-Is                                    |             |      | UEPPX | USAC2 |           | 41.50                 | 41.50 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change                              |             |      | UEPPX | USACC |           | 41.50                 | 41.50 |                       |   | 30.89  | 7.03  |   |
|  | ADDITIONAL NFCS  |             |      |       |       |           |                       |       |                       |   |  |   |   |
|  | 2-Wire Voice Grade Loop/ Line Port Combination - Subsequent                                      |             |      | UEPPX | USAS2 | 0.00      | 0.00                  | 0.00  |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring         |             |      |       |       |           | 0.00                  | 0.00  |                       |   | 30.89  | 7.03  |   |
|  | PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group                                  |             |      |       |       |           | 14.64                 | 14.64 |                       |   | 30.89  | 7.03  |   |
|  | 2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT  |             |      |       |       |           |                       |       |                       |   |  |   |   |
|  | UNE Port/Loop Combination Rates  |             |      |       |       |           |                       |       |                       |   |  |   |   |
|  | 2-Wire VG Coin Port/Loop Combo - Zone 1  | 1           |      |       |       | 26.48     |                       |       |                       |   |  |   |   |
|  | 2-Wire VG Coin Port/Loop Combo - Zone 2  | 2           |      |       |       | 30.31     |                       |       |                       |   |  |   |   |
|  | 2-Wire VG Coin Port/Loop Combo - Zone 3  | 3           |      |       |       | 35.32     |                       |       |                       |   |  |   |   |
|  | UNE Loop Rates   |             |      |       |       |           |                       |       |                       |   |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 1   | 1           |      | UEPCO | UEPLX | 12.48     |                       |       |                       |   |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 2   | 2           |      | UEPCO | UEPLX | 16.31     |                       |       |                       |   |  |   |   |
|  | 2-Wire Voice Grade Loop (SL1) - Zone 3   | 3           |      | UEPCO | UEPLX | 21.32     |                       |       |                       |   |  |   |   |
|  | 2-Wire Voice Grade Line Port Rates (Coin)  |             |      |       |       |           |                       |       |                       |   |  |   |   |
|  | 2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)                           |             |      | UEPCO | UEPTB | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)             |             |      | UEPCO | UEPRP | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)                                  |             |      | UEPCO | UEPTA | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN) |             |      | UEPCO | UEPCA | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |
|  | 2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)                                |             |      | UEPCO | UEPTC | 14.00     | 90.00                 | 90.00 |                       |   | 30.89  | 7.03  |   |



| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |       |       |                       |        |       |       | Attachment: 2                             |   |  |       | Exhibit: D  |       |
|--|---|-------------|------|-------|-------|-----------------------|--------|-------|-------|---|---|--|-------|---|-------|
| CATEGORY                               | RATE ELEMENTS   | Interl<br>m | Zone | BCS   | USOC  | RATES(\$)             |        |       |       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st |       | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |       |
|  |   |             |      |       |       | Nonrecurring<br>First | Add'l  | First | Add'l |   |   | SOMAN  | SOMAN | SOMAN   | SOMAN |
|  | 2-Wire Coin Outward with Operator Screening and Blocking:<br>900/976, 1+DDD, 011+, and Local (TN) |             |      | UEPCO | UEPOT | 14.00                 | 90.00  |       | 90.00 |   |   |  |       | 30.89   | 7.03  |
|  | LOCAL NUMBER PORTABILITY  |             |      | UEPCO | LNPCX | 0.35                  |        |       |       |   |   |  |       |   |       |
|  | NONRECURRING CHARGES - CURRENTLY COMBINED   |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | 2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is                                     |             |      | UEPCO | USAC2 |                       | 41.50  |       | 41.50 |   |   |  |       | 30.89   | 7.03  |
|  | 2-Wire Voice Grade Loop/ Line Port Combination - Switch with<br>Change                            |             |      | UEPCO | USAC2 |                       | 41.50  |       | 41.50 |   |   |  |       | 30.89   | 7.03  |
|  | ADDITIONAL NRCS   |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | 2-Wire Voice Grade Loop/ Line Port Combination - Subsequent                                       |             |      | UEPCO | USAS2 | 0.00                  | 0.00   |       | 0.00  |   |   |  |       | 30.89   | 7.03  |
|  | 2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)                         |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | UNE Port/Loop Combination Rates   |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | 2-Wire VG Loop/IO Transport/Port Combo - Zone 1   |             | 1    |       |       | 30.56                 |        |       |       |   |   |  |       |   |       |
|  | 2-Wire VG Loop/IO Transport/Port Combo - Zone 2   |             | 2    |       |       | 35.63                 |        |       |       |   |   |  |       |   |       |
|  | 2-Wire VG Loop/IO Transport/Port Combo - Zone 3   |             | 3    |       |       | 42.28                 |        |       |       |   |   |  |       |   |       |
|  | UNE Loop Rates  |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 1  |             | 1    | UEPFR | UEOF2 | 16.56                 |        |       |       |   |   |  |       |   |       |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 2  |             | 2    | UEPFR | UEOF2 | 21.63                 |        |       |       |   |   |  |       |   |       |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 3  |             | 3    | UEPFR | UEOF2 | 28.28                 |        |       |       |   |   |  |       |   |       |
|  | 2-Wire Voice Grade Line Port Rates (Res)  |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | 2-Wire voice unbundled port - residence   |             |      | UEPFR | UEPRL | 14.00                 | 115.00 | 40.00 | 75.00 |   | 15.69   |  |       |   |       |
|  | 2-Wire voice unbundled port with Caller ID - res  |             |      | UEPFR | UEPRC | 14.00                 | 115.00 | 40.00 | 75.00 |   | 15.69   |  |       |   |       |
|  | 2-Wire voice unbundled port outgoing only - res   |             |      | UEPFR | UEPHO | 14.00                 | 115.00 | 40.00 | 75.00 |   | 15.69   |  |       |   |       |
|  | 2-Wire voice unbundled Tennessee extended local<br>dialing parity port with Caller ID - res       |             |      | UEPFR | UEPAQ | 14.00                 | 115.00 | 40.00 | 75.00 |   | 15.69   |  |       |   |       |
|  | 2-Wire voice unbundled Tennessee Area Plus with Caller ID -<br>res (ACT)                          |             |      | UEPFR | UEPAH | 14.00                 | 115.00 | 40.00 | 75.00 |   | 15.69   |  |       |   |       |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller<br>ID - res (F2F)                  |             |      | UEPFR | UEPAK | 14.00                 | 115.00 | 40.00 | 75.00 |   | 15.69   |  |       |   |       |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller<br>ID - res (TACER)                |             |      | UEPFR | UEPAL | 14.00                 | 115.00 | 40.00 | 75.00 |   | 15.69   |  |       |   |       |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller<br>ID - res (TACSR)                |             |      | UEPFR | UEPAM | 14.00                 | 115.00 | 40.00 | 75.00 |   | 15.69   |  |       |   |       |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller<br>ID - res (1MF2X)                |             |      | UEPFR | UEPAN | 14.00                 | 115.00 | 40.00 | 75.00 |   | 15.69   |  |       |   |       |
|  | 2-Wire voice unbundled Tennessee Area Calling port with Caller<br>ID - res (2MR)                  |             |      | UEPFR | UEPAO | 14.00                 | 115.00 | 40.00 | 75.00 |   | 15.69   |  |       |   |       |
|  | 2-Wire voice unbundled res, low usage line port with Caller ID<br>(LUM)                           |             |      | UEPFR | UEPAP | 14.00                 | 115.00 | 40.00 | 75.00 |   | 15.69   |  |       |   |       |
|  | 2-Wire Voice Unbundled Tennessee Residence Dialing Plan<br>without Caller ID                      |             |      | UEPFR | UEPWN | 14.00                 | 115.00 | 40.00 | 75.00 |   | 15.69   |  |       |   |       |
|  | INTEROFFICE TRANSPORT   |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility<br>Termination                  |             |      | UEPFR | U1TV2 | 18.58                 | 55.39  | 27.96 | 17.37 |   |   |  |       |   |       |
|  | Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile<br>or Fraction Mile             |             |      | UEPFR | 1L5XX | 0.0174                |        |       |       |   |   |  |       |   |       |
|  | FEATURES  |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | All Features Offered  |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | LOCAL NUMBER PORTABILITY  |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | Local Number Portability (1 per port)   |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED  |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port<br>Combination - Switch-as-is             |             |      | UEPFR | USAC2 |                       | 16.94  |       | 3.72  |   |   |  |       | 15.69   |       |
|  | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port<br>Combination - Switch-With-Change       |             |      | UEPFR | USACC |                       | 16.94  |       | 3.72  |   |   |  |       | 15.69   |       |
|  | 2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)                         |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |
|  | UNE Port/Loop Combination Rates   |             |      |       |       |                       |        |       |       |   |   |  |       |   |       |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |       |       |                       |        |       |       |                                   |                                  |  |  |   |   |
|--|---|-------------|------|-------|-------|-----------------------|--------|-------|-------|-----------------------------------|----------------------------------|--|--|---|---|
| CATEGORY                               | RATE ELEMENTS   | Interl<br>m | Zone | BCS   | USOC  | RATES(\$)             |        |       |       | Svc Order<br>Submitted<br>per LSR | Svc Order<br>Manually<br>per LSR | Attachment: 2  |  | Exhibit: D  |   |
|  |   |             |      |       |       | Nonrecurring<br>First | Add'l  | First | Add'l |                                   |                                  | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |   |             |      |       |       | Rec                   |        |       |       | SOME                              | SOMAN                            | OSS Rates(\$)  |  | SOMAN   | SOMAN   |
|  | 2-Wire VG Loop/IO Tranport/Port Combo - Zone 1  |             | 1    |       |       | 30.56                 |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire VG Loop/IO Tranport/Port Combo - Zone 2  |             | 2    |       |       | 35.63                 |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire VG Loop/IO Tranport/Port Combo - Zone 3  |             | 3    |       |       | 42.28                 |        |       |       |                                   |                                  |  |  |   |   |
|  | UNE Loop Rates  |             |      |       |       |                       |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 1  |             | 1    | UEPFB | UECF2 | 16.56                 |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 2  |             | 2    | UEPFB | UECF2 | 21.63                 |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 3  |             | 3    | UEPFB | UECF2 | 28.28                 |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire Voice Grade Line Port (Bus)  |             |      |       |       |                       |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire voice unbundled port without Caller ID - bus   |             |      | UEPFB | UEPBL | 14.00                 | 115.00 | 75.00 | 40.00 | 30.00                             | 15.69                            |  |  |   |   |
|  | 2-Wire voice unbundled port with Caller ID - bus  |             |      | UEPFB | UEPBC | 14.00                 | 115.00 | 75.00 | 40.00 | 30.00                             | 15.69                            |  |  |   |   |
|  | 2-Wire voice unbundled port outgoing only - bus   |             |      | UEPFB | UEPBO | 14.00                 | 115.00 | 75.00 | 40.00 | 30.00                             | 15.69                            |  |  |   |   |
|  | 2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus        |             |      | UEPFB | UEPAV | 14.00                 | 115.00 | 75.00 | 40.00 | 30.00                             | 15.69                            |  |  |   |   |
|  | 2-Wire voice unbundled incoming only port with Caller ID - Bus  |             |      | UEPFB | UEPBI | 14.00                 | 115.00 | 75.00 | 40.00 | 30.00                             | 15.69                            |  |  |   |   |
|  | 2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)                   |             |      | UEPFB | UEPAC | 14.00                 | 115.00 | 75.00 | 40.00 | 30.00                             | 15.69                            |  |  |   |   |
|  | 2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)                  |             |      | UEPFB | UEPAD | 14.00                 | 115.00 | 75.00 | 40.00 | 30.00                             | 15.69                            |  |  |   |   |
|  | 2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)          |             |      | UEPFB | UEPAE | 14.00                 | 115.00 | 75.00 | 40.00 | 30.00                             | 15.69                            |  |  |   |   |
|  | 2-Wire Voice Unbundled Tennessee Business Dialing Plan without Caller ID                              |             |      | UEPFB | UEPWO | 14.00                 | 115.00 | 75.00 | 40.00 | 30.00                             | 15.69                            |  |  |   |   |
|  | Tennessee Inward Collierville and Memphis Local Calling Plan (BUS)                                    |             |      | UEPFB | UEPB2 | 14.00                 | 115.00 | 75.00 | 40.00 | 30.00                             | 15.69                            |  |  |   |   |
|  | Tennessee 2-Way Collierville and Memphis Local Calling Plan (BUS)                                     |             |      | UEPFB | UEPB3 | 14.00                 | 115.00 | 75.00 | 40.00 | 30.00                             | 15.69                            |  |  |   |   |
|  | LOCAL NUMBER PORTABILITY  |             |      |       |       |                       |        |       |       |                                   |                                  |  |  |   |   |
|  | Local Number Portability (1 per port)   |             |      | UEPFB | LNPCX | 0.35                  |        |       |       |                                   |                                  |  |  |   |   |
|  | INTEROFFICE TRANSPORT   |             |      |       |       |                       |        |       |       |                                   |                                  |  |  |   |   |
|  | Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination                         |             |      | UEPFB | UITV2 | 18.58                 | 55.39  | 17.37 | 27.96 | 3.51                              |                                  |  |  |   |   |
|  | Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile                    |             |      | UEPFB | 115XX | 0.0174                |        |       |       |                                   |                                  |  |  |   |   |
|  | FEATURES  |             |      |       |       |                       |        |       |       |                                   |                                  |  |  |   |   |
|  | All Features Offered  |             |      | UEPFB | UEPVF | 0.00                  | 0.00   | 0.00  |       |                                   | 15.69                            |  |  |   |   |
|  | NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED  |             |      |       |       |                       |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is       |             |      | UEPFB | USAC2 |                       | 16.94  | 3.72  |       |                                   | 15.69                            |  |  |   |   |
|  | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change |             |      | UEPFB | USACC |                       | 16.94  | 3.72  |       |                                   | 15.69                            |  |  |   |   |
|  | 2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)   |             |      |       |       |                       |        |       |       |                                   |                                  |  |  |   |   |
|  | UNE Port/Loop Combination Rates   |             |      |       |       |                       |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire VG Loop/IO Tranport/Port Combo - Zone 1  |             | 1    |       |       | 30.56                 |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire VG Loop/IO Tranport/Port Combo - Zone 2  |             | 2    |       |       | 35.63                 |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire VG Loop/IO Tranport/Port Combo - Zone 3  |             | 3    |       |       | 42.28                 |        |       |       |                                   |                                  |  |  |   |   |
|  | UNE Loop Rates  |             |      |       |       |                       |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 1  |             | 1    | UEPFP | UECF2 | 16.56                 |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 2  |             | 2    | UEPFP | UECF2 | 21.63                 |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL2) - Zone 3  |             | 3    | UEPFP | UECF2 | 28.28                 |        |       |       |                                   |                                  |  |  |   |   |
|  | 2-Wire Voice Grade Line Port Rates (BUS - PBX)  |             |      |       |       |                       |        |       |       |                                   |                                  |  |  |   |   |
|  | Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus  |             |      | UEPFP | UEPPC | 14.00                 | 106.40 | 63.08 | 42.67 | 18.54                             | 15.69                            |  |  |   |   |
|  | Line Side Unbundled Outward PBX Trunk Port - Bus  |             |      | UEPFP | UEPPO | 14.00                 | 106.40 | 63.08 | 42.67 | 18.54                             | 15.69                            |  |  |   |   |
|  | Line Side Unbundled Incoming PBX Trunk Port - Bus   |             |      | UEPFP | UEPPI | 14.00                 | 106.40 | 63.08 | 42.67 | 18.54                             | 15.69                            |  |  |   |   |
|  | 2-Wire Voice Unbundled PBX LD Terminal Ports  |             |      | UEPFP | UEPLD | 14.00                 | 106.40 | 63.08 | 42.67 | 18.54                             | 15.69                            |  |  |   |   |
|  | 2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port                                   |             |      | UEPFP | UEPT2 | 14.00                 | 106.40 | 63.08 | 42.67 | 18.54                             | 15.69                            |  |  |   |   |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port                                      |             |      | UEPFP | UEPTO | 14.00                 | 106.40 | 63.08 | 42.67 | 18.54                             | 15.69                            |  |  |   |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |         |      |       |       |           |                    |       |                               | Attachment: 2                    |                                      | Exhibit: D  |  |
|--|---|---------|------|-------|-------|-----------|--------------------|-------|-------------------------------|----------------------------------|--------------------------------------|---|--|
| CATEGORY                               | RATE ELEMENTS   | Interim | Zone | BCS   | USOC  | RATES(\$) |                    |       |                               | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st |
|  |   |         |      |       |       | Rec       | Nonrecurring First | Add'l | Nonrecurring Disconnect Add'l | SOME                             | SOMAN                                | SOMAN   | SOMAN  |
|  | 2-Wire Voice Unbundled 2-Way Combination PBX Usage Port   |         |      | UEPFP | UEPXA | 14.00     | 106.40             | 63.08 | 18.54                         | 15.69                            | 15.69                                |   |  |
|  | 2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports  |         |      | UEPFP | UEPXB | 14.00     | 106.40             | 63.08 | 18.54                         | 15.69                            | 15.69                                |   |  |
|  | 2-Wire Voice Unbundled PBX LD DDD Terminals Port  |         |      | UEPFP | UEPXC | 14.00     | 106.40             | 63.08 | 18.54                         | 15.69                            | 15.69                                |   |  |
|  | 2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port   |         |      | UEPFP | UEPXD | 14.00     | 106.40             | 63.08 | 18.54                         | 15.69                            | 15.69                                |   |  |
|  | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port                         |         |      | UEPFP | UEPXE | 14.00     | 106.40             | 63.08 | 18.54                         | 15.69                            | 15.69                                |   |  |
|  | 2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port                                   |         |      | UEPFP | UEPXL | 14.00     | 106.40             | 63.08 | 18.54                         | 15.69                            | 15.69                                |   |  |
|  | 2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port        |         |      | UEPFP | UEPXM | 14.00     | 106.40             | 63.08 | 18.54                         | 15.69                            | 15.69                                |   |  |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port                         |         |      | UEPFP | UEPXN | 14.00     | 106.40             | 63.08 | 18.54                         | 15.69                            | 15.69                                |   |  |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port   |         |      | UEPFP | UEPXO | 14.00     | 106.40             | 63.08 | 18.54                         | 15.69                            | 15.69                                |   |  |
|  | 2-Wire Voice Unbundled 1-Way Outgoing PBX Collierville and Memphis Calling Port                             |         |      | UEPFP | UEPXS | 14.00     | 106.40             | 63.08 | 18.54                         | 15.69                            | 15.69                                |   |  |
|  | 2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port  |         |      | UEPFP | UEPXU | 14.00     | 106.40             | 63.08 | 18.54                         | 15.69                            | 15.69                                |   |  |
|  | 2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port  |         |      | UEPFP | UEPXV | 14.00     | 106.40             | 63.08 | 18.54                         | 15.69                            | 15.69                                |   |  |
|  | LOCAL NUMBER PORTABILITY  |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |
|  | Local Number Portability (1 per port)   |         |      | UEPFP | LNPFP | 3.15      | 0.00               | 0.00  |                               | 15.69                            | 15.69                                |   |  |
|  | INTEROFFICE TRANSPORT   |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |
|  | Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination                               |         |      | UEPFP | U1TV2 | 18.58     | 55.39              | 17.37 | 27.96                         | 3.51                             |                                      |   |  |
|  | Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile                          |         |      | UEPFP | 1L5XX | 0.0174    |                    |       |                               |                                  |                                      |   |  |
|  | FEATURES  |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |
|  | All Features Offered  |         |      | UEPFP | UEPVF | 0.00      | 0.00               | 0.00  |                               | 15.69                            | 15.69                                |   |  |
|  | NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED  |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |
|  | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port   |         |      | UEPFP | USAC2 |           | 16.94              | 3.72  |                               | 15.69                            | 15.69                                |   |  |
|  | Combination - Conversion - Switch-as-is   |         |      | UEPFP |       |           |                    |       |                               |                                  |                                      |   |  |
|  | 2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port   |         |      | UEPFP | USACC |           | 16.94              | 3.72  |                               | 15.69                            | 15.69                                |   |  |
|  | Combination - Conversion - Switch with change   |         |      | UEPFP |       |           |                    |       |                               |                                  |                                      |   |  |
|  | UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES   |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |
|  | 2-WIRE VOICE GRADE LOOP - BUS ONLY - WITH 2-WIRE DID TRUNK PORT   |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |
|  | UNE Port/Loop Combination Rates   |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |
|  | 2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1   |         | 1    |       |       | 49.60     |                    |       |                               |                                  |                                      |   |  |
|  | 2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2   |         | 2    |       |       | 51.09     |                    |       |                               |                                  |                                      |   |  |
|  | 2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3   |         | 3    |       |       | 56.00     |                    |       |                               |                                  |                                      |   |  |
|  | UNE Loop Rates  |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |
|  | 2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1   |         | 1    | UEPFX | UECD1 | 9.60      |                    |       |                               |                                  |                                      |   |  |
|  | 2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2   |         | 2    | UEPFX | UECD1 | 11.09     |                    |       |                               |                                  |                                      |   |  |
|  | 2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3   |         | 3    | UEPFX | UECD1 | 16.00     |                    |       |                               |                                  |                                      |   |  |
|  | Exchange Ports - 2-Wire DID Port  |         |      | UEPFX | UEPD1 | 40.00     | 600.00             | 45.00 | 8.45                          | 3.91                             | 30.89                                | 7.03  |  |
|  | NONRECURRING CHARGES - CURRENTLY COMBINED   |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |
|  | 2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-is Top 8 MSAs only                  |         |      | UEPFX | USAC1 |           | 100.00             | 42.50 |                               |                                  | 30.89                                | 7.03  |  |
|  | 2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Charges Top 8 MSAs only |         |      | UEPFX | USA1C |           | 100.00             | 42.50 |                               |                                  | 30.89                                | 7.03  |  |
|  | Telephone Number/Trunk Group Establishment Charges  |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |
|  | DID Trunk Termination (One Per Port)  |         |      | UEPFX | NDT   | 0.00      | 0.00               | 0.00  |                               |                                  |                                      |   |  |
|  | Additional DID Numbers for each Group of 20 DID Numbers   |         |      | UEPFX | ND4   | 0.00      | 0.00               | 0.00  |                               |                                  |                                      |   |  |
|  | DID Numbers, Non-consecutive DID Numbers, Per Number  |         |      | UEPFX | ND5   | 0.00      | 0.00               | 0.00  |                               |                                  |                                      |   |  |
|  | Reserve Non-Consecutive DID numbers   |         |      | UEPFX | ND6   | 0.00      | 0.00               | 0.00  |                               |                                  |                                      |   |  |
|  | Reserve DID Numbers   |         |      | UEPFX | NDV   | 0.00      | 0.00               | 0.00  |                               |                                  |                                      |   |  |
|  | LOCAL NUMBER PORTABILITY  |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |
|  | Local Number Portability (1 per port)   |         |      | UEPFX | LNPFP | 3.15      | 0.00               | 0.00  |                               |                                  |                                      |   |  |
|  | 2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT                                      |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |
|  | UNE Port/Loop Combination Rates   |         |      |       |       |           |                    |       |                               |                                  |                                      |   |  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|--|---|-------------|------|-------------------|-------|-----------|-----------------------|--------|----------------------------------|---|---|---------------|-------|---------------|--|---|
| CATEGORY                               | RATE ELEMENTS   | Interl<br>m | Zone | BCS               | USOC  | RATES(\$) |                       |        |                                  | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2 |       |               | Exhibit: D   |   |
|  |   |             |      |                   |       | Rec       | Nonrecurring<br>First | Add'l  | Nonrecurring Disconnect<br>First |   |   | SOME          | SOMAN | OSS Rates(\$) | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |
|  |   |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | 2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port -<br>UNE Zone 1   |             | 1    | UEPPB UEPPR       |       | 32.27     |                       |        |                                  |   |   |               |       |               |  |   |
|  | 2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port -<br>UNE Zone 2   |             | 2    | UEPPB UEPPR       |       | 34.78     |                       |        |                                  |   |   |               |       |               |  |   |
|  | 2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port -<br>UNE Zone 3   |             | 3    | UEPPB UEPPR       |       | 44.32     |                       |        |                                  |   |   |               |       |               |  |   |
|  | 2-Wire ISDN Digital Grade Loop - UNE Zone 1   |             | 1    | UEPPB UEPPR USL2X |       | 16.20     |                       |        |                                  |   |   |               |       |               |  |   |
|  | 2-Wire ISDN Digital Grade Loop - UNE Zone 2   |             | 2    | UEPPB UEPPR USL2X |       | 18.71     |                       |        |                                  |   |   |               |       |               |  |   |
|  | 2-Wire ISDN Digital Grade Loop - UNE Zone 3   |             | 3    | UEPPB UEPPR USL2X |       | 28.25     |                       |        |                                  |   |   |               |       |               |  |   |
|  | Exchange Port - 2-Wire ISDN Line Side Port  |             |      | UEPPB UEPPR       |       | 80.00     | 525.00                | 75.00  | 400.00                           |   |   | 30.89         | 7.03  |               |  |   |
|  | <b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>  |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | 2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port<br>Combination - Conversion - Top 8 MSAs only               |             |      | UEPPB UEPPR USACB |       | 0.00      | 225.00                |        | 225.00                           |   |   | 30.89         | 7.03  |               |  |   |
|  | <b>ADDITIONAL NRCS</b>  |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | 2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Active<br>Non Feature/Add Trunk                                   |             |      | UEPPB UEPPR       |       |           | 212.88                |        |                                  |   |   | 30.89         | 7.03  |               |  |   |
|  | <b>LOCAL NUMBER PORTABILITY</b>   |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | Local Number Portability (1 per port)   |             |      | UEPPB UEPPR LNPCX |       | 0.35      | 0.00                  |        | 0.00                             |   |   |               |       |               |  |   |
|  | <b>B-CANAL USER PROFILE ACCESS:</b>   |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | CVS/CSD (DMS/RESS)  |             |      | UEPPB UEPPR       |       | 0.00      | 0.00                  |        | 0.00                             |   |   |               |       |               |  |   |
|  | CVS (EWSO)  |             |      | UEPPB UEPPR       |       | 0.00      | 0.00                  |        | 0.00                             |   |   |               |       |               |  |   |
|  | CSD   |             |      | UEPPB UEPPR       |       | 0.00      | 0.00                  |        | 0.00                             |   |   |               |       |               |  |   |
|  | <b>B-CANAL AREA PLUS USER PROFILE ACCESS: (AL, KY, LA, MS, SC, MS, &amp; TN)</b>  |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | CVS/CSD (DMS/RESS)  |             |      | UEPPB UEPPR       |       | 0.00      | 0.00                  |        | 0.00                             |   |   |               |       |               |  |   |
|  | CVS (EWSO)  |             |      | UEPPB UEPPR       |       | 0.00      | 0.00                  |        | 0.00                             |   |   |               |       |               |  |   |
|  | CSD   |             |      | UEPPB UEPPR       |       | 0.00      | 0.00                  |        | 0.00                             |   |   |               |       |               |  |   |
|  | <b>USER TERMINAL PROFILE</b>  |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | User Terminal Profile (EWSO only)   |             |      | UEPPB UEPPR       |       | 0.00      | 0.00                  |        | 0.00                             |   |   |               |       |               |  |   |
|  | <b>VERTICAL FEATURES</b>  |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | All Vertical Features - One per Channel B User Profile  |             |      | UEPPB UEPPR       |       | 0.00      | 0.00                  |        | 0.00                             |   |   |               |       |               |  |   |
|  | Interoffice Channel mileage each, including first mile and<br>facilities termination                                    |             |      | UEPPB UEPPR M1GNC |       | 17.91     | 53.99                 |        | 17.37                            |   |   |               |       |               |  |   |
|  | Interoffice Channel mileage each, additional mile   |             |      | UEPPB UEPPR M1GNC |       | 0.173     | 0.00                  |        | 0.00                             |   |   |               |       |               |  |   |
|  | <b>4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT</b>  |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | UNE Port/Loop Combination Rates   |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | 4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE<br>Zone 1  |             | 1    | UEPPP             |       | 982.73    |                       |        |                                  |   |   |               |       |               |  |   |
|  | 4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE<br>Zone 2  |             | 2    | UEPPP             |       | 1,000.40  |                       |        |                                  |   |   |               |       |               |  |   |
|  | 4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE<br>Zone 3  |             | 3    | UEPPP             |       | 1,023.59  |                       |        |                                  |   |   |               |       |               |  |   |
|  | 4-Wire DS1 Digital Loop - UNE Zone 1  |             | 1    | UEPPP             | USL4P | 57.73     |                       |        |                                  |   |   |               |       |               |  |   |
|  | 4-Wire DS1 Digital Loop - UNE Zone 2  |             | 2    | UEPPP             | USL4P | 75.40     |                       |        |                                  |   |   |               |       |               |  |   |
|  | 4-Wire DS1 Digital Loop - UNE Zone 3  |             | 3    | UEPPP             | USL4P | 98.59     |                       |        |                                  |   |   |               |       |               |  |   |
|  | Exchange Ports - 4-Wire ISDN DS1 Port   |             |      | UEPPP             | UEPPP | 925.00    | 950.00                | 130.00 | 950.00                           |   |   | 30.89         | 7.03  |               |  |   |
|  | <b>NONRECURRING CHARGES - CURRENTLY COMBINED</b>  |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | 4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port<br>Combination - Conversion - Switch-As-Is Top 8 MSAs only |             |      | UEPPP             | USACP | 0.00      | 925.00                |        | 925.00                           |   |   | 30.89         | 7.03  |               |  |   |
|  | <b>ADDITIONAL NRCS</b>  |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | 4-Wire DS1 Loop/4-W ISDN Digitl Trk Port - Subseqt Active/<br>Inward/Two way Telephone Numbers (except NC)              |             |      | UEPPP             | PR7TF |           | 0.94                  |        |                                  |   |   |               |       |               |  |   |
|  | 4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port -<br>Outward Tel Numbers (All States except NC)                    |             |      | UEPPP             | PR7TO |           | 22.36                 |        | 22.36                            |   |   |               |       |               |  |   |
|  | 4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port -<br>Subsequent Inward Telephone Numbers                             |             |      | UEPPP             | PR7ZT |           | 44.71                 |        | 44.70                            |   |   |               |       |               |  |   |
|  | <b>LOCAL NUMBER PORTABILITY</b>   |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |
|  | Local Number Portability (1 per port)   |             |      | UEPPP             | LNPCN | 1.75      |                       |        |                                  |   |   |               |       |               |  |   |
|  | <b>INTERFACE (Provisioning Only)</b>  |             |      |                   |       |           |                       |        |                                  |   |   |               |       |               |  |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |         |      |       |       |                    |        |                               |        |                                      |                                      |  |       |  |       |
|--|--|---------|------|-------|-------|--------------------|--------|-------------------------------|--------|--------------------------------------|--------------------------------------|--|-------|--|-------|
| CATEGORY                               | RATE ELEMENTS  | Interim | Zone | BCS   | USOC  | RATES(\$)          |        |                               |        | Svc Order Submitted Manually per LSR | Svc Order Submitted Manually per LSR | Attachment: 2  |       | Exhibit: D   |       |
|  |  |         |      |       |       | Nonrecurring First | Add'l  | Nonrecurring Disconnect First | Add'l  |                                      |                                      | Incremental Charge - Manual Order vs. Electronic-1st | SOMAN | Incremental Charge - Manual Order vs. Electronic-1st | SOMAN |
|  | Voice/Data   |         |      | UEPPP | PR7IV | 0.00               | 0.00   |                               | 0.00   |                                      |                                      |  |       |  |       |
|  | Digital Data   |         |      | UEPPP | PR7ID | 0.00               | 0.00   |                               | 0.00   |                                      |                                      |  |       |  |       |
|  | Inward Data  |         |      | UEPPP | PR7IE | 0.00               | 0.00   |                               | 0.00   |                                      |                                      |  |       |  |       |
|  | New or Additional "B" Channel  |         |      | UEPPP | PR7BV | 0.00               | 28.39  |                               |        |                                      |                                      |  |       |  |       |
|  | New or Additional - Voice/Data B Channel   |         |      | UEPPP | PR7BF | 0.00               | 29.11  |                               |        |                                      |                                      |  |       |  |       |
|  | New or Additional - Digital Data B Channel   |         |      | UEPPP | PR7BD | 0.00               | 29.39  |                               |        |                                      |                                      |  |       |  |       |
|  | New or Additional Inward Data B Channel  |         |      | UEPPP | PR7C1 | 0.00               | 0.00   |                               | 0.00   |                                      |                                      |  |       |  |       |
|  | CALL TYPES   |         |      | UEPPP | PR7C0 | 0.00               | 0.00   |                               | 0.00   |                                      |                                      |  |       |  |       |
|  | Inward   |         |      | UEPPP | PR7C0 | 0.00               | 0.00   |                               | 0.00   |                                      |                                      |  |       |  |       |
|  | Outward  |         |      | UEPPP | PR7C0 | 0.00               | 0.00   |                               | 0.00   |                                      |                                      |  |       |  |       |
|  | Two-way  |         |      | UEPPP | PR7C0 | 0.00               | 0.00   |                               | 0.00   |                                      |                                      |  |       |  |       |
|  | Interoffice Channel Mileage  |         |      | UEPPP | ILN1A | 76.1825            | 145.98 | 109.85                        | 19.55  |                                      |                                      |  |       |  |       |
|  | Fixed Each Including First Mile  |         |      | UEPPP | ILN1B | 0.3525             |        |                               |        |                                      |                                      |  |       |  |       |
|  | Each Airline-Fractional Additional Mile  |         |      | UEPPP |       |                    |        |                               |        |                                      |                                      |  |       |  |       |
|  | 4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT   |         |      | UEPDC |       |                    |        |                               |        |                                      |                                      |  |       |  |       |
|  | UNE Port/Loop Combination Rates  |         |      | UEPDC |       |                    |        |                               |        |                                      |                                      |  |       |  |       |
|  | 4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1   | 1       |      | UEPDC |       | 93.28              |        |                               |        |                                      |                                      |  |       |  |       |
|  | 4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2   | 2       |      | UEPDC |       | 110.95             |        |                               |        |                                      |                                      |  |       |  |       |
|  | 4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3   | 3       |      | UEPDC |       | 134.14             |        |                               |        |                                      |                                      |  |       |  |       |
|  | UNE Loop Rates   |         |      | UEPDC | USLDC | 57.53              |        |                               |        |                                      |                                      |  |       |  |       |
|  | 4-Wire DS1 Digital Loop - UNE Zone 1   | 1       |      | UEPDC | USLDC | 57.53              |        |                               |        |                                      |                                      |  |       |  |       |
|  | 4-Wire DS1 Digital Loop - UNE Zone 2   | 2       |      | UEPDC | USLDC | 75.40              |        |                               |        |                                      |                                      |  |       |  |       |
|  | 4-Wire DS1 Digital Loop - UNE Zone 3   | 3       |      | UEPDC | USLDC | 98.59              |        |                               |        |                                      |                                      |  |       |  |       |
|  | UNE Port Rate  |         |      | UEPDC | UDD1T | 750.00             | 982.57 | 450.10                        | 196.09 | 19.23                                |                                      | 30.89  | 7.03  |  |       |
|  | 14-Wire DDITS Digital Trunk Port   |         |      | UEPDC |       |                    |        |                               |        |                                      |                                      |  |       |  |       |
|  | NONRECURRING CHARGES - CURRENTLY COMBINED  |         |      | UEPDC |       |                    |        |                               |        |                                      |                                      |  |       |  |       |
|  | 4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination  |         |      | UEPDC | USAC4 |                    | 312.91 | 312.91                        |        |                                      |                                      | 30.89  | 7.03  |  |       |
|  | - Switch-As-Is Top 8 MSAs only   |         |      | UEPDC |       |                    |        |                               |        |                                      |                                      |  |       |  |       |
|  | 4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination  |         |      | UEPDC | USAWA |                    | 312.91 | 312.91                        |        |                                      |                                      | 30.89  | 7.03  |  |       |
|  | - Conversion with DST Charges Top 8 MSAs only  |         |      | UEPDC |       |                    |        |                               |        |                                      |                                      |  |       |  |       |
|  | 4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination  |         |      | UEPDC | USAWB |                    | 312.91 | 312.91                        |        |                                      |                                      | 30.89  | 7.03  |  |       |
|  | - Conversion with Charge - Trunk Top 8 MSAs only   |         |      | UEPDC |       |                    |        |                               |        |                                      |                                      |  |       |  |       |
|  | ADDITIONAL NRCS  |         |      | UEPDC |       |                    |        |                               |        |                                      |                                      |  |       |  |       |
|  | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order                  |         |      | UEPDC | USAS4 |                    | 94.88  | 94.88                         |        |                                      |                                      |  |       |  |       |
|  | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk         |         |      | UEPDC | UDTTA |                    | 108.67 | 108.67                        |        |                                      |                                      | 30.89  | 7.03  |  |       |
|  | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk       |         |      | UEPDC | UDTTB |                    | 108.67 | 108.67                        |        |                                      |                                      | 30.89  | 7.03  |  |       |
|  | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - Inward Trunk w/out DID    |         |      | UEPDC | UDTTC |                    | 108.67 | 108.67                        |        |                                      |                                      | 30.89  | 7.03  |  |       |
|  | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation Per Chan - Inward Trunk with DID |         |      | UEPDC | UDTTD |                    | 108.67 | 108.67                        |        |                                      |                                      | 30.89  | 7.03  |  |       |
|  | 4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation / Chan - 2-Way DID w User Trans  |         |      | UEPDC | UDTTE |                    | 108.67 | 108.67                        |        |                                      |                                      | 30.89  | 7.03  |  |       |
|  | BIPOLAR 8 ZERO SUBSTITUTION  |         |      | UEPDC |       |                    |        |                               |        |                                      |                                      |  |       |  |       |
|  | B8ZS - Superframe Format   |         |      | UEPDC | CCOSF |                    | 0.00   | 590.00                        |        |                                      |                                      |  |       |  |       |
|  | B8ZS - Extended Superframe Format  |         |      | UEPDC | CCOEF |                    | 0.00   | 590.00                        |        |                                      |                                      |  |       |  |       |
|  | Alternate Mark Inversion   |         |      | UEPDC | MCOSF |                    | 0.00   | 0.00                          |        |                                      |                                      |  |       |  |       |
|  | AMI - Superframe Format  |         |      | UEPDC | MCOSF |                    | 0.00   | 0.00                          |        |                                      |                                      |  |       |  |       |
|  | AMI - Extended Superframe Format   |         |      | UEPDC | MCOSF |                    | 0.00   | 0.00                          |        |                                      |                                      |  |       |  |       |
|  | Telephone Number/Trunk Group Establishment Charges   |         |      | UEPDC |       |                    |        |                               |        |                                      |                                      |  |       |  |       |
|  | Telephone Number for 2-Way Trunk Group   |         |      | UEPDC | UDTGX |                    | 0.00   |                               |        |                                      |                                      |  |       |  |       |
|  | Telephone Number for 1-Way Outward Trunk Group   |         |      | UEPDC | UDTGY |                    | 0.00   |                               |        |                                      |                                      |  |       |  |       |
|  | Telephone Number for 1-Way Inward Trunk Group Without DID  |         |      | UEPDC | UDTGZ |                    | 0.00   |                               |        |                                      |                                      |  |       |  |       |
|  | DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers                               |         |      | UEPDC | NDZ   |                    | 0.00   | 0.00                          |        |                                      |                                      |  |       |  |       |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |       |        |                       |        |                                     |   |   | Attachment: 2  |  | Exhibit: D  |   |
|--|---|-------------|-------|--------|-----------------------|--------|-------------------------------------|---|---|--|--|---|---|
| CATEGORY                               | RATE ELEMENTS   | Interl<br>m | BCS   | USOC   | RATES(\$)             |        |                                     | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |   |             |       |        | Nonrecurring<br>First | Add'l  | Nonrecurring<br>Disconnect<br>Add'l | SOME                                      | SOMAN   | OSS Rates(\$)  | SOMAN  | SOMAN   | SOMAN   |
|  |   |             |       |        | Rec                   |        |                                     |   |   |  |  |   |   |
|  | DID Numbers for each Group of 20 DID Numbers  |             | UEPDC | ND4    | 0.00                  |        |                                     |   |   |  |  |   |   |
|  | DID Numbers, Non- consecutive DID Numbers, Per Number   |             | UEPDC | ND5    | 0.00                  |        |                                     |   |   |  |  |   |   |
|  | Reserve Non-Consecutive DID Nos.  |             | UEPDC | ND6    | 0.00                  | 0.00   |                                     |   |   |  |  |   |   |
|  | Reserve DID Numbers   |             | UEPDC | NDV    | 0.00                  | 0.00   |                                     |   |   |  |  |   |   |
|  | Dedicated DS1 (Interoffice Channel Mileage) -   |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | FXPCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port  |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities  |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | Termination)  |             | UEPDC | 1LNO1  | 75.83                 | 145.98 | 19.66                               |   |   |  |  |   |   |
|  | Interoffice Channel Mileage - Additional rate per mile - 0-8 miles  |             | UEPDC | 1LNOA  | 0.3525                | 0.00   |                                     |   |   |  |  |   |   |
|  | Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities   |             | UEPDC | 1LNO2  | 0.00                  | 0.00   |                                     |   |   |  |  |   |   |
|  | Termination)  |             | UEPDC | 1LNOB  | 0.3525                | 0.00   |                                     |   |   |  |  |   |   |
|  | Interoffice Channel Mileage - Additional rate per mile - 9-25   |             | UEPDC | 1LNO3  | 0.00                  | 0.00   |                                     |   |   |  |  |   |   |
|  | miles   |             | UEPDC | 1LNO3  | 0.00                  | 0.00   |                                     |   |   |  |  |   |   |
|  | Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities  |             | UEPDC | 1LNO3  | 0.00                  | 0.00   |                                     |   |   |  |  |   |   |
|  | Termination)  |             | UEPDC | 1LNO3  | 0.00                  | 0.00   |                                     |   |   |  |  |   |   |
|  | Interoffice Channel Mileage - Additional rate per mile - 25+ miles  |             | UEPDC | 1LNO3  | 0.3525                | 0.00   |                                     |   |   |  |  |   |   |
|  | Local Number Portability, per DSO Activated   |             | UEPDC | 1LNOC  | 3.15                  | 0.00   |                                     |   |   |  |  |   |   |
|  | Central Office Terminating Point  |             | UEPDC | 1LNOC  | 0.00                  | 0.00   |                                     |   |   |  |  |   |   |
|  | 4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT   |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations   |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | A system can have various rate combinations based on type and number of ports used  |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | UNE DS1 Loop  |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | 4-Wire DS1 Loop - UNE Zone 1  |             | UEPDC | USLDC  | 57.73                 | 0.00   |                                     |   |   |  |  |   |   |
|  | 4-Wire DS1 Loop - UNE Zone 2  |             | UEPDC | USLDC  | 75.40                 | 0.00   |                                     |   |   |  |  |   |   |
|  | 4-Wire DS1 Loop - UNE Zone 3  |             | UEPDC | USLDC  | 98.59                 | 0.00   |                                     |   |   |  |  |   |   |
|  | UNE DSO Channelization Capacities (D4 Channel Bank Configurations)  |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | 24 DSO Channel Capacity - 1 per DS1   |             | UEPDC | VUM24  | 131.87                | 0.00   |                                     |   |   | 30.89  | 7.03   |   |   |
|  | 48 DSO Channel Capacity - 1 per 2 DS1s  |             | UEPDC | VUM48  | 263.74                | 0.00   |                                     |   |   | 30.89  | 7.03   |   |   |
|  | 96 DSO Channel Capacity - 1 per 4 DS1s  |             | UEPDC | VUM96  | 527.48                | 0.00   |                                     |   |   | 30.89  | 7.03   |   |   |
|  | 144 DSO Channel Capacity - 1 per 6 DS1s   |             | UEPDC | VUM144 | 791.42                | 0.00   |                                     |   |   | 30.89  | 7.03   |   |   |
|  | 192 DSO Channel Capacity - 1 per 8 DS1s   |             | UEPDC | VUM192 | 827.76                | 0.00   |                                     |   |   | 30.89  | 7.03   |   |   |
|  | 240 DSO Channel Capacity - 1 per 10 DS1s  |             | UEPDC | VUM240 | 1,318.70              | 0.00   |                                     |   |   | 30.89  | 7.03   |   |   |
|  | 288 DSO Channel Capacity - 1 per 12 DS1s  |             | UEPDC | VUM288 | 1,582.44              | 0.00   |                                     |   |   | 30.89  | 7.03   |   |   |
|  | 384 DSO Channel Capacity - 1 per 16 DS1s  |             | UEPDC | VUM384 | 2,109.92              | 0.00   |                                     |   |   | 30.89  | 7.03   |   |   |
|  | 480 DSO Channel Capacity - 1 per 20 DS1s  |             | UEPDC | VUM480 | 2,637.40              | 0.00   |                                     |   |   | 30.89  | 7.03   |   |   |
|  | 576 DSO Channel Capacity - 1 per 24 DS1s  |             | UEPDC | VUM576 | 3,164.88              | 0.00   |                                     |   |   | 30.89  | 7.03   |   |   |
|  | 672 DSO Channel Capacity - 1 per 28 DS1s  |             | UEPDC | VUM672 | 3,692.36              | 0.00   |                                     |   |   | 30.89  | 7.03   |   |   |
|  | Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.        |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | Multiple of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.       |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | NRC - Conversion (Currently Combined) with or without   |             | UEPDC | USAC4  | 303.61                | 15.74  |                                     |   |   |  |  |   |   |
|  | BellSouth Allowed Changes - Top 8 MSAs Only   |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | System Additions Where Currently Combined and New (Not Currently Combined)  |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | In Denial Zone 1 Top 8 MSAs   |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc   |             | UEPDC | VUMD4  | 0.00                  | 704.68 | 138.36                              |   |   |  |  |   |   |
|  | Fee Activation -  |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | Bipolar 8 Zero Substitution   |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | Clear Channel Capability Format, superframe - Subsequent  |             | UEPDC | CCOSF  | 0.00                  | 590.00 |                                     |   |   |  |  |   |   |
|  | Activity Only   |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | Clear Channel Capability Format - Extended Superframe -   |             | UEPDC | CCOEF  | 0.00                  | 590.00 |                                     |   |   |  |  |   |   |
|  | Subsequent Activity Only  |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | Alternate Mark Inversion (AMI)  |             | UEPDC | MCOFS  | 0.00                  | 0.00   |                                     |   |   |  |  |   |   |
|  | Superframe Format   |             | UEPDC | MCOFO  | 0.00                  | 0.00   |                                     |   |   |  |  |   |   |
|  | Extended Superframe Format  |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port  |             |       |        |                       |        |                                     |   |   |  |  |   |   |
|  | Exchange Ports  |             |       |        |                       |        |                                     |   |   |  |  |   |   |



| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |             |      |     |       |                       |        |       |       | Attachment: 2                             |   | Exhibit: D   |   |
|--|--|-------------|------|-----|-------|-----------------------|--------|-------|-------|---|---|--|---|
| CATEGORY                               | RATE ELEMENTS  | Interl<br>m | Zone | BCS | USOC  | RATES(\$)             |        |       |       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |
|  |  |             |      |     |       | Nonrecurring<br>First | Add'l  | First | Add'l |   |   | SOMAN  | SOMAN   |
|  |  |             |      |     |       | Rec                   |        |       |       | SOME                                      | SOMAN   | SOMAN  | SOMAN   |
|  | Line Side Combination Channelized PBX Trunk Port - Business  |             |      |     | UEPCX | 14.00                 | 0.00   | 0.00  | 0.00  |   |   | 30.89  | 7.03  |
|  | Line Side Outward Channelized PBX Trunk Port - Business  |             |      |     | UEPOX | 14.00                 | 0.00   | 0.00  | 0.00  |   |   | 30.89  | 7.03  |
|  | Line Side Inward Only Channelized PBX Trunk Port without DID   |             |      |     | UEPIX | 14.00                 | 0.00   | 0.00  | 0.00  |   |   | 30.89  | 7.03  |
|  | 2-Wire Trunk Side Unbundled Channelized DID Trunk Port   |             |      |     | UEPDM | 40.00                 | 0.00   | 0.00  | 0.00  |   |   | 30.89  | 7.03  |
|  | Feature Activations - Unbundled Loop Concentration   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | Feature (Service) Activation for each Line Port Terminated in D4   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | Bank (Includes Q.1.4, P.50.1, & P.50.498)  |             |      |     | 1PQMM | 2.02                  | 40.00  | 20.00 | 6.00  | 5.00                                      |   |  |   |
|  | D4 Bank (Includes Q.1.4, P.50.1, & P.50.498)   |             |      |     | 1PQWU | 2.02                  | 110.00 | 30.00 | 75.00 | 15.00                                     |   |  |   |
|  | Telephone Number/ Group Establishment Charges for DID Service  |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | DID Trunk Termination (1 per Port)   |             |      |     | UEPPX | 0.00                  | 0.00   | 0.00  | 0.00  |   |   |  |   |
|  | DID Numbers - groups of 20 - Valid all States  |             |      |     | NDT   | 0.00                  | 0.00   | 0.00  | 0.00  |   |   |  |   |
|  | Non-Consecutive DID Numbers - per number   |             |      |     | ND4   | 0.00                  | 0.00   | 0.00  | 0.00  |   |   |  |   |
|  | Reserve Non-Consecutive DID Numbers  |             |      |     | ND5   | 0.00                  | 0.00   | 0.00  | 0.00  |   |   |  |   |
|  | Reserve DID Numbers  |             |      |     | ND6   | 0.00                  | 0.00   | 0.00  | 0.00  |   |   |  |   |
|  | Local Number Portability   |             |      |     | NDV   | 0.00                  | 0.00   | 0.00  | 0.00  |   |   |  |   |
|  | Local Number Portability - 1 per port  |             |      |     | LNPCP | 3.15                  | 0.00   | 0.00  | 0.00  |   |   |  |   |
|  | FEATUERS - Vertical and Optional   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | Local Switching Features Offered with Line Side Ports Only   |             |      |     | UEPVF | 0.00                  | 0.00   | 0.00  | 0.00  |   |   |  |   |
|  | All Features Available   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES  |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | 1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.  |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | 2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.  |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | 3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | 4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly. |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | 5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an individual case basis, until further notice.  |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | UNE-P CENTREX - TAESS - Valid in AL, FL, GA, KY, LA, MS, & TN only   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo  |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | Non-Design   |             |      |     | UEP91 | 14.18                 |        |       |       |   |   |  |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo -   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | Non-Design   |             |      |     | UEP91 | 18.01                 |        |       |       |   |   |  |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo -   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | Non-Design   |             |      |     | UEP91 | 23.02                 |        |       |       |   |   |  |   |
|  | UNE Port/Loop Combination Rates (Design)   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | Design   |             |      |     | UEP91 | 18.26                 |        |       |       |   |   |  |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo -   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | Design   |             |      |     | UEP91 | 23.33                 |        |       |       |   |   |  |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo -   |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | Design   |             |      |     | UEP91 | 29.98                 |        |       |       |   |   |  |   |
|  | UNE Loop Rate  |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 1  |             |      |     | UECS1 | 12.48                 |        |       |       |   |   |  |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 2  |             |      |     | UECS1 | 16.31                 |        |       |       |   |   |  |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 3  |             |      |     | UECS1 | 21.32                 |        |       |       |   |   |  |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 1  |             |      |     | UECS2 | 16.56                 |        |       |       |   |   |  |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 2  |             |      |     | UECS2 | 21.63                 |        |       |       |   |   |  |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 3  |             |      |     | UECS2 | 28.28                 |        |       |       |   |   |  |   |
|  | UNE Ports  |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | All States (Except North Carolina and South Carolina)  |             |      |     |       |                       |        |       |       |   |   |  |   |
|  | 2-Wire Voice Grade Port (Centrex) Basic Local Area   |             |      |     | UEPYA | 1.70                  | 22.14  | 15.25 | 8.45  | 3.91                                      |   | 30.89  | 7.03  |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area  |             |      |     | UEPYB | 1.70                  | 22.14  | 15.25 | 8.45  | 3.91                                      |   | 30.89  | 7.03  |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID)Basic Local Area   |             |      |     | UEPYH | 1.70                  | 22.14  | 15.25 | 8.45  | 3.91                                      |   | 30.89  | 7.03  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |       |      |                       |        |                       |       | Attachment: 2                             |   | Exhibit: D  |   |
|--|---|-------------|------|-------|------|-----------------------|--------|-----------------------|-------|---|---|---|---|
| CATEGORY                               | RATE ELEMENTS   | Interl<br>m | Zone | BCS   | USOC | RATES(\$)             |        |                       |       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |   |             |      |       |      | Nonrecurring<br>First | Add'l  | Nonrecurring<br>First | Add'l |   |   |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire<br>Center)2 Basic Local Area  |             |      | UEP91 |      | 1.70                  | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service<br>Term - Basic Local Area  |             |      | UEP91 |      | 1.70                  | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent<br>- Basic Local Area   |             |      | UEP91 |      | 1.70                  | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term -<br>Basic Local Area  |             |      | UEP91 |      | 1.70                  | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | AL, KY, LA, MS, & TN Only   |             |      |       |      |                       |        |                       |       |   |   |   |   |
|  | 2-Wire Voice Grade Port (Centrex)   |             |      | UEP91 |      | 1.70                  | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)   |             |      | UEP91 |      | 1.70                  | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID)1   |             |      | UEP91 |      | 1.70                  | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire<br>Center)2   |             |      | UEP91 |      | 1.70                  | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service<br>Term   |             |      | UEP91 |      | 1.70                  | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent   |             |      | UEP91 |      | 1.70                  | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term  |             |      | UEP91 |      | 1.70                  | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | Local Switching   |             |      |       |      |                       |        |                       |       |   |   |   |   |
|  | Centrex Intercom Functionality, per port  |             |      | UEP91 |      | 0.6981                |        |                       |       |   |   |   |   |
|  | Local Number Portability  |             |      |       |      |                       |        |                       |       |   |   |   |   |
|  | Local Number Portability (1 per port)   |             |      | UEP91 |      | 0.35                  |        |                       |       |   |   |   |   |
|  | Features  |             |      |       |      |                       |        |                       |       |   |   |   |   |
|  | All Standard Features Offered, per port   |             |      | UEP91 |      | 0.00                  |        |                       |       |   | 30.89   | 7.03  |   |
|  | All Select Features Offered, per port   |             |      | UEP91 |      | 0.00                  | 433.78 |                       |       |   | 30.89   | 7.03  |   |
|  | All Centrex Control Features Offered, per port  |             |      | UEP91 |      | 0.00                  |        |                       |       |   | 30.89   | 7.03  |   |
|  | NARS  |             |      |       |      |                       |        |                       |       |   |   |   |   |
|  | Unbundled Network Access Register - Combination   |             |      | UEP91 |      | 0.00                  | 0.00   | 0.00                  |       |   | 30.89   | 7.03  |   |
|  | Unbundled Network Access Register - Initial   |             |      | UEP91 |      | 0.00                  | 0.00   | 0.00                  |       |   | 30.89   | 7.03  |   |
|  | Unbundled Network Access Register - Outdial   |             |      | UEP91 |      | 0.00                  | 0.00   | 0.00                  |       |   | 30.89   | 7.03  |   |
|  | Miscellaneous Terminations  |             |      |       |      |                       |        |                       |       |   |   |   |   |
|  | 2-Wire Trunk Side   |             |      |       |      |                       |        |                       |       |   |   |   |   |
|  | Trunk Side Terminations, each   |             |      | UEP91 |      | 8.78                  | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | Interoffice Channel Mileage - 2-Wire  |             |      |       |      |                       |        |                       |       |   |   |   |   |
|  | Interoffice Channel Mileage, per mile or fraction of mile   |             |      | UEP91 |      | 18.58                 | 22.14  | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03  |   |
|  | Interoffice Channel Mileage, per mile or fraction of mile   |             |      | UEP91 |      | 0.0174                |        |                       |       |   |   |   |   |
|  | Feature Activations (DSO) Centrex Loops on Channelized DS1 Service  |             |      |       |      |                       |        |                       |       |   |   |   |   |
|  | D4 Channel Bank Feature Activations   |             |      |       |      |                       |        |                       |       |   |   |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot  |             |      | UEP91 |      | 0.66                  |        |                       |       |   |   |   |   |
|  | Feature Activation on D-4 Channel Bank FX line Side Loop Slot   |             |      | UEP91 |      | 0.66                  |        |                       |       |   |   |   |   |
|  | Feature Activation on D-4 Channel Bank FX Trunk Side Loop<br>Slot   |             |      | UEP91 |      | 0.66                  |        |                       |       |   |   |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot -<br>Different Wire Center   |             |      | UEP91 |      | 0.66                  |        |                       |       |   |   |   |   |
|  | Feature Activation on D-4 Channel Bank Private Line Loop Slot   |             |      | UEP91 |      | 0.66                  |        |                       |       |   |   |   |   |
|  | Feature Activation on D-4 Channel Bank T1e Line/Trunk Loop<br>Slot  |             |      | UEP91 |      | 0.66                  |        |                       |       |   |   |   |   |
|  | Feature Activation on D-4 Channel Bank WATS Loop Slot   |             |      | UEP91 |      | 0.66                  |        |                       |       |   |   |   |   |
|  | Non-Recurring Charges (NRC) Associated with UNE-P Centrex<br>Conversion - Currently Combined Switch-As-Is with allowed<br>changes, per port |             |      | UEP91 |      |                       | 1.03   | 0.29                  |       |   | 30.89   | 7.03  |   |
|  | New Centrex Standard Common Block   |             |      | UEP91 |      | 0.00                  | 653.60 |                       |       |   | 30.89   | 7.03  |   |
|  | New Centrex Customized Common Block   |             |      | UEP91 |      | 0.00                  | 653.60 |                       |       |   | 30.89   | 7.03  |   |
|  | Secondary Block, per Block  |             |      | UEP91 |      | 0.00                  | 73.55  |                       |       |   | 30.89   | 7.03  |   |
|  | NAR Establishment Charge, Per Occasion  |             |      | UEP91 |      |                       | 66.57  |                       |       |   | 30.89   | 7.03  |   |
|  | UNE-P CENTREX - 9555 (Valid in All States)  |             |      |       |      |                       |        |                       |       |   |   |   |   |



| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|--|---|-------------|------|-------|-------|-----------------------|--------|-------|-------|---|---|--|---|---|--|--|
| CATEGORY                               | RATE ELEMENTS   | Interl<br>m | Zone | BCS   | USOC  | RATES(\$)             |        |       |       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2  |   | Exhibit: D  |  |  |
|  |   |             |      |       |       | Nonrecurring<br>First | Add'l  | First | Add'l |   |   | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo                                  |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|  | UNE Port/Loop Combination Rates (Non-Design)  |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design                |             | 1    | UEP95 |       | 14.18                 |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design                |             | 2    | UEP95 |       | 18.01                 |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design                |             | 3    | UEP95 |       | 23.02                 |        |       |       |   |   |  |   |   |  |  |
|  | UNE Port/Loop Combination Rates (Design)  |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design                    |             | 1    | UEP95 |       | 18.26                 |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design                    |             | 2    | UEP95 |       | 23.33                 |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design                    |             | 3    | UEP95 |       | 29.98                 |        |       |       |   |   |  |   |   |  |  |
|  | UNE Loop Rate   |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 1   |             | 1    | UEP95 | UECS1 | 12.48                 |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 2   |             | 2    | UEP95 | UECS1 | 16.31                 |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 3   |             | 3    | UEP95 | UECS1 | 21.32                 |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 1   |             | 1    | UEP95 | UECS2 | 16.56                 |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 2   |             | 2    | UEP95 | UECS2 | 21.63                 |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 3   |             | 3    | UEP95 | UECS2 | 28.28                 |        |       |       |   |   |  |   |   |  |  |
|  | UNE Port Rate   |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|  | All States  |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire Voice Grade Port (Centrex) Basic Local Area                                      |             |      | UEP95 | UEPYA | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)                                       |             |      | UEP95 | UEPYB | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area                       |             |      | UEP95 | UEPYH | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area       |             |      | UEP95 | UEPYM | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area |             |      | UEP95 | UEPYZ | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area      |             |      | UEP95 | UEPY9 | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area               |             |      | UEP95 | UEPY2 | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | AL, KY, LA, MS, SC, & TN Only   |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|  | 2-Wire Voice Grade Port (Centrex)   |             |      | UEP95 | UEPOA | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)                                       |             |      | UEP95 | UEPOB | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID)1                                       |             |      | UEP95 | UEPOH | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2                        |             |      | UEP95 | UEPQM | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term                    |             |      | UEP95 | UEPOZ | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent                         |             |      | UEP95 | UEPO9 | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term                                  |             |      | UEP95 | UEPO2 | 1.70                  | 22.14  | 8.45  | 15.25 | 3.91                                      | 30.89   | 7.03   |   |   |  |  |
|  | FL & GA Only  |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|  | Local Switching   |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|  | Centrex Intercom Functionality, per port  |             |      | UEP95 | URECS | 0.6381                |        |       |       |   |   |  |   |   |  |  |
|  | Local Number Portability  |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|  | Local Number Portability (1 per port)   |             |      | UEP95 | LNPOC | 0.38                  |        |       |       |   |   |  |   |   |  |  |
|  | Features  |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|  | All Standard Features Offered, per port   |             |      | UEP95 | UEPVF | 0.00                  |        |       |       |   |   |  |   |   |  |  |
|  | All Select Features Offered, per port   |             |      | UEP95 | UEPV5 | 0.00                  | 433.78 |       |       |   |   |  |   |   |  |  |
|  | All Centrex Control Features Offered, per port  |             |      | UEP95 | UEPVC | 0.00                  |        |       |       |   |   |  |   |   |  |  |
|  | NARS  |             |      |       |       |                       |        |       |       |   |   |  |   |   |  |  |
|  | Unbundled Network Access Register - Combination   |             |      | UEP95 | UARCX | 0.00                  | 0.00   |       |       |   |   |  |   |   |  |  |
|  | Unbundled Network Access Register - Initial   |             |      | UEP95 | UARIY | 0.00                  | 0.00   |       |       |   |   |  |   |   |  |  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|--|--|---------|------|-------|-------|--------------------|--------|--------------------|-------|----------------------------------|--------------------------------------|--|--|--|--|
| CATEGORY                               | RATE ELEMENTS  | Interim | Zone | BCS   | USOC  | RATES(\$)          |        |                    |       | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2  |  | Exhibit: D   |  |
|  |  |         |      |       |       | Nonrecurring First | Add'l  | Nonrecurring First | Add'l |                                  |                                      | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st |
|  |  |         |      |       |       | Rec                |        |                    |       |                                  |                                      | SOME   | SOMAN  | SOMAN  | SOMAN  |
|  | Miscellaneous Terminations   |         |      |       |       | 0.00               |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire Trunk Side  |         |      |       | UARO  |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | Trunk Side Terminations, each  |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | Digital (1.544 Megabits)   |         |      |       | CEND6 | 8.78               | 47.75  | 47.01              | 9.21  | 8.47                             |                                      | 30.89  | 7.03   |  |  |
|  | DS1 Circuit Terminations, each   |         |      |       | M1HD1 | 35.55              | 75.93  | 38.15              |       |                                  |                                      | 30.89  | 7.03   |  |  |
|  | DS0 Channels Activated, each   |         |      |       | M1HDO | 0.00               | 108.67 |                    |       |                                  |                                      | 30.89  | 7.03   |  |  |
|  | Interoffice Channel Mileage - 2-Wire   |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | Interoffice Channel Facilities Termination                                       |         |      |       | MIGBC | 18.58              | 22.14  | 15.25              | 8.45  | 3.91                             |                                      | 30.89  | 7.03   |  |  |
|  | Interoffice Channel mileage, per mile or fraction of mile                        |         |      |       | MIGBM | 0.0174             |        |                    |       |                                  |                                      |  |  |  |  |
|  | Feature Activation (DS0) Centrex Loops on Channelized DS1 Service                |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | D4 Channel Bank Feature Activations  |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot                         |         |      |       | 1PQWS | 0.66               |        |                    |       |                                  |                                      |  |  |  |  |
|  | Feature Activation on D-4 Channel Bank FX line Side Loop Slot                    |         |      |       | 1PQW6 | 0.66               |        |                    |       |                                  |                                      |  |  |  |  |
|  | Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot                   |         |      |       | 1PQW7 | 0.66               |        |                    |       |                                  |                                      |  |  |  |  |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center |         |      |       | 1PQWP | 0.66               |        |                    |       |                                  |                                      |  |  |  |  |
|  | Feature Activation on D-4 Channel Bank Private Line Loop Slot                    |         |      |       | 1PQWV | 0.66               |        |                    |       |                                  |                                      |  |  |  |  |
|  | Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot                  |         |      |       | 1PQWQ | 0.66               |        |                    |       |                                  |                                      |  |  |  |  |
|  | Feature Activation on D-4 Channel Bank WATS Loop Slot                            |         |      |       | 1PQWA | 0.66               |        |                    |       |                                  |                                      |  |  |  |  |
|  | Non-Recurring Charges (NRC) Associated with UNE-P Centrex                        |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port    |         |      |       | USAC2 |                    | 1.03   | 0.29               |       |                                  |                                      |  |  |  |  |
|  | New Centrex Standard Common Block  |         |      |       | UEP95 | 0.00               | 658.60 |                    |       |                                  |                                      | 30.89  | 7.03   |  |  |
|  | New Centrex Customized Common Block  |         |      |       | UEP95 | 0.00               | 658.60 |                    |       |                                  |                                      | 30.89  | 7.03   |  |  |
|  | NAR Establishment Charge, Per Occasion   |         |      |       | UEP95 | 0.00               | 68.57  |                    |       |                                  |                                      | 30.89  | 7.03   |  |  |
|  | UNE-P CENTREX - DMS100 (Valid In All States)                                     |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo                           |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | UNE Port/Loop Combination Rates (Non-Design)                                     |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design         |         | 1    | UEP9D |       | 14.18              |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design          |         | 2    | UEP9D |       | 18.01              |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design          |         | 3    | UEP9D |       | 23.02              |        |                    |       |                                  |                                      |  |  |  |  |
|  | UNE Port/Loop Combination Rates (Design)   |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design             |         | 1    | UEP9D |       | 18.26              |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design              |         | 2    | UEP9D |       | 23.33              |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design              |         | 3    | UEP9D |       | 29.98              |        |                    |       |                                  |                                      |  |  |  |  |
|  | UNE Loop Rate  |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 1  |         | 1    | UEP9D | UECS1 | 12.48              |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 2  |         | 2    | UEP9D | UECS1 | 16.31              |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 3  |         | 3    | UEP9D | UECS1 | 21.32              |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 1  |         | 1    | UEP9D | UECS2 | 16.56              |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 2  |         | 2    | UEP9D | UECS2 | 21.63              |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 3  |         | 3    | UEP9D | UECS2 | 26.28              |        |                    |       |                                  |                                      |  |  |  |  |
|  | UNE Port Rate  |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | ALL STATES   |         |      |       |       |                    |        |                    |       |                                  |                                      |  |  |  |  |
|  | 2-Wire Voice Grade Port (Centrex) Basic Local Area                               |         |      |       | UEPYA | 1.70               | 22.14  | 15.25              | 8.45  | 3.91                             |                                      | 30.89  | 7.03   |  |  |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area                |         |      |       | UEPYB | 1.70               | 22.14  | 15.25              | 8.45  | 3.91                             |                                      | 30.89  | 7.03   |  |  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |       |       |                       |       |                       |       | Attachment: 2                             |   | Exhibit: D   |   |
|--|---|-------------|------|-------|-------|-----------------------|-------|-----------------------|-------|---|---|--|---|
| CATEGORY                               | RATE ELEMENTS   | Interl<br>m | Zone | BCS   | USOC  | RATES(\$)             |       |                       |       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |
|  |   |             |      |       |       | Nonrecurring<br>First | Add'l | Nonrecurring<br>First | Add'l |   |   |  |   |
|  |   |             |      |       |       | Rec                   |       |                       |       | SOMECS                                    | SOMAN   | SOMAN  | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area                         |             |      | UEP9D | UEPYC | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area                        |             |      | UEP9D | UEPYD | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area                       |             |      | UEP9D | UEPYE | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5112)3 Basic Local Area                       |             |      | UEP9D | UEPYF | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5312)3Basic Local Area                        |             |      | UEP9D | UEPYG | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5008)3 Basic Local Area                       |             |      | UEP9D | UEPYT | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5208)3 Basic Local Area                       |             |      | UEP9D | UEPYU | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5216)3 Basic Local Area                       |             |      | UEP9D | UEPYV | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5316)3 Basic Local Area                       |             |      | UEP9D | UEPY3 | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area                     |             |      | UEP9D | UEPYH | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3 Basic Local Area |             |      | UEP9D | UEPYW | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3 Basic Local Area           |             |      | UEP9D | UEPYJ | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area    |             |      | UEP9D | UEPYM | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area           |             |      | UEP9D | UEPYO | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area          |             |      | UEP9D | UEPYP | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area           |             |      | UEP9D | UEPYQ | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area          |             |      | UEP9D | UEPYR | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area          |             |      | UEP9D | UEPYS | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area          |             |      | UEP9D | UEPY4 | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area          |             |      | UEP9D | UEPY5 | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area          |             |      | UEP9D | UEPY6 | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area          |             |      | UEP9D | UEPY7 | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term                  |             |      | UEP9D | UEPYZ | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area      |             |      | UEP9D | UEPY9 | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area               |             |      | UEP9D | UEPY2 | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | AL KY, LA, MS, SC, & TN Only  |             |      |       |       |                       |       |                       |       |   |   |  |   |
|  | 2-Wire Voice Grade Port (Centrex)   |             |      | UEP9D | UEPOA | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)                                     |             |      | UEP9D | UEPOB | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-PSET)3   |             |      | UEP9D | UEPOC | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5009)3  |             |      | UEP9D | UEPOD | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5209)3  |             |      | UEP9D | UEPOE | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5112)3  |             |      | UEP9D | UEPOF | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5312)3  |             |      | UEP9D | UEPOG | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5008)3  |             |      | UEP9D | UEPOT | 1.70                  | 22.14 | 15.25                 | 8.45  | 3.91                                      | 30.89   | 7.03   |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |             |      |       |       |           |                       |       |                                     |   |   |  |  |   |   |
|--|--|-------------|------|-------|-------|-----------|-----------------------|-------|-------------------------------------|---|---|--|--|---|---|
| CATEGORY                               | RATE ELEMENTS  | Interl<br>m | Zone | BCS   | USOC  | RATES(\$) |                       |       |                                     | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2  |  | Exhibit: D  |   |
|  |  |             |      |       |       | Rec       | Nonrecurring<br>First | Add'l | Nonrecurring<br>Disconnect<br>Add'l |   |   | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |  |             |      |       |       |           |                       |       |                                     |   |   |  |  |   |   |
|  |  |             |      |       |       |           |                       |       |                                     |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5208)3                       |             |      | UEP9D | UEPQU | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5216)3                       |             |      | UEP9D | UEPQV | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5316)3                       |             |      | UEP9D | UEPQW | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID)                     |             |      | UEP9D | UEPQH | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3 |             |      | UEP9D | UEPQW | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3           |             |      | UEP9D | UEPQJ | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)      |             |      | UEP9D | UEPQM | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3           |             |      | UEP9D | UEPQO | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3          |             |      | UEP9D | UEPQP | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3           |             |      | UEP9D | UEPQQ | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3          |             |      | UEP9D | UEPQR | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3          |             |      | UEP9D | UEPQS | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3          |             |      | UEP9D | UEPQ4 | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3          |             |      | UEP9D | UEPQ5 | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3          |             |      | UEP9D | UEPQ6 | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3          |             |      | UEP9D | UEPQ7 | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term |             |      | UEP9D | UEPQZ | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent      |             |      | UEP9D | UEPQ9 | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term               |             |      | UEP9D | UEPQ2 | 1.70      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | Local Switching  |             |      | UEP9D | UEPCS | 0.6381    |                       |       |                                     |   |   |  |  |   |   |
|  | Centrex Intercom Functionality, per port                             |             |      | UEP9D |       |           |                       |       |                                     |   |   |  |  |   |   |
|  | Local Number Portability   |             |      | UEP9D | LNPOC | 0.35      |                       |       |                                     |   |   |  |  |   |   |
|  | Local Number Portability (1 per port)                                |             |      | UEP9D |       |           |                       |       |                                     |   |   |  |  |   |   |
|  | All Standard Features Offered, per port                              |             |      | UEP9D | UEPVF | 0.00      |                       |       |                                     |   | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | All Select Features Offered, per port                                |             |      | UEP9D | UEPVS | 0.00      | 433.78                |       |                                     |   | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | All Centrex Control Features Offered, per port                       |             |      | UEP9D | UEPVC | 0.00      |                       |       |                                     |   | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | NARS   |             |      | UEP9D | UARCX | 0.00      | 0.00                  | 0.00  |                                     |   | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | Unbundled Network Access Register - Combination                      |             |      | UEP9D | UARIY | 0.00      | 0.00                  | 0.00  |                                     |   | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | Unbundled Network Access Register - Inward                           |             |      | UEP9D | UAROY | 0.00      | 0.00                  | 0.00  |                                     |   | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | Unbundled Network Access Register - Outdial                          |             |      | UEP9D |       |           |                       |       |                                     |   |   |  |  |   |   |
|  | Miscellaneous Terminations   |             |      | UEP9D |       |           |                       |       |                                     |   |   |  |  |   |   |
|  | 2-Wire Trunk Side  |             |      | UEP9D | CEN06 | 8.78      | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | Trunk Side Terminations, each  |             |      | UEP9D |       |           |                       |       |                                     |   |   |  |  |   |   |
|  | 4-Wire Digital (1.544 Megabits)                                      |             |      | UEP9D | MTHD1 | 35.55     | 75.93                 | 38.15 |                                     |   | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | DS1 Circuit Terminations, each                                       |             |      | UEP9D | MTHDQ | 0.00      | 108.67                |       |                                     |   | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | DS0 Channels Activated per Channel                                   |             |      | UEP9D |       |           |                       |       |                                     |   |   |  |  |   |   |
|  | Interface Channel Mileage - 2-Wire                                   |             |      | UEP9D | MIGBC | 18.58     | 22.14                 | 15.25 | 8.45                                | 3.91                                      | 30.89   | 7.03   | 7.03   | 30.89   | SOMAN   |
|  | Interface Channel Facilities Termination                             |             |      | UEP9D | MIGBM | 0.0174    |                       |       |                                     |   |   |  |  |   |   |
|  | Interface Channel mileage, per mile or fraction of mile              |             |      | UEP9D |       |           |                       |       |                                     |   |   |  |  |   |   |
|  | Feature Activations (DS0) Centrex Loops on Channelized DS1 Service   |             |      | UEP9D |       |           |                       |       |                                     |   |   |  |  |   |   |
|  | D4 Channel Bank Feature Activations                                  |             |      | UEP9D |       |           |                       |       |                                     |   |   |  |  |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot             |             |      | UEP9D | 1PQWS | 0.66      |                       |       |                                     |   |   |  |  |   |   |
|  | Feature Activation on D-4 Channel Bank FX line Side Loop Slot        |             |      | UEP9D | 1PQW6 | 0.66      |                       |       |                                     |   |   |  |  |   |   |
|  | Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot       |             |      | UEP9D | 1PQW7 | 0.66      |                       |       |                                     |   |   |  |  |   |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |         |      |       |       |           |                    |       |                               | Attachment: 2                    |                                      |   |   | Exhibit: D  |   |
|--|---|---------|------|-------|-------|-----------|--------------------|-------|-------------------------------|----------------------------------|--------------------------------------|---|---|---|---|
| CATEGORY                               | RATE ELEMENTS   | Interim | Zone | BCS   | USOC  | RATES(\$) |                    |       |                               | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l | Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l | Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l | Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l |
|  |   |         |      |       |       | Rec       | Nonrecurring First | Add'l | Nonrecurring Disconnect First | Add'l                            | SOME                                 | SOMAN   | SOMAN   | SOMAN   | SOMAN   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center        |         |      | UEP9D | 1PQWP | 0.66      |                    |       |                               |                                  |                                      |   |   |   |   |
|  | Feature Activation on D-4 Channel Bank Private Line Loop Slot                           |         |      | UEP9D | 1PQWV | 0.66      |                    |       |                               |                                  |                                      |   |   |   |   |
|  | Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot                         |         |      | UEP9D | 1PQWQ | 0.66      |                    |       |                               |                                  |                                      |   |   |   |   |
|  | Feature Activation on D-4 Channel Bank WATS Loop Slot                                   |         |      | UEP9D | 1PQWA | 0.66      |                    |       |                               |                                  |                                      |   |   |   |   |
|  | Non-Recurring Charges (NRC) Associated with UNE-P Centrex                               |         |      |       |       |           |                    |       |                               |                                  |                                      |   |   |   |   |
|  | NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port           |         |      | UEP9D | USAC2 | 1.03      | 0.29               |       |                               |                                  |                                      |   |   |   |   |
|  | New Centrex Standard Common Block   |         |      | UEP9D | M1ACS | 0.00      | 658.60             |       |                               |                                  | 30.89                                | 7.03  |   |   |   |
|  | New Centrex Customized Common Block   |         |      | UEP9D | M1ACC | 0.00      | 658.60             |       |                               |                                  | 30.89                                | 7.03  |   |   |   |
|  | INAR Establishment Charge, Per Occasion   |         |      | UEP9D | URECA |           | 68.57              |       |                               |                                  | 30.89                                | 7.03  |   |   |   |
|  | UNE-P CENTREX - EWSB (Valid In AL, FL, KY, LA, MS & TN)                                 |         |      |       |       |           |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo                                  |         |      |       |       |           |                    |       |                               |                                  |                                      |   |   |   |   |
|  | UNE Port/Loop Combination Rates (Non-Design)  |         |      |       |       |           |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design                |         | 1    | UEP9E |       | 14.18     |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design                |         | 2    | UEP9E |       | 18.01     |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design                |         | 3    | UEP9E |       | 23.02     |                    |       |                               |                                  |                                      |   |   |   |   |
|  | UNE Port/Loop Combination Rates (Design)  |         |      |       |       |           |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design                    |         | 1    | UEP9E |       | 18.28     |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design                    |         | 2    | UEP9E |       | 23.33     |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design                    |         | 3    | UEP9E |       | 29.98     |                    |       |                               |                                  |                                      |   |   |   |   |
|  | UNE Loop Rate   |         |      |       |       |           |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 1   |         | 1    | UEP9E | UECS1 | 12.48     |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 2   |         | 2    | UEP9E | UECS1 | 16.31     |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 3   |         | 3    | UEP9E | UECS1 | 21.32     |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 1   |         | 1    | UEP9E | UECS2 | 16.56     |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 2   |         | 2    | UEP9E | UECS2 | 21.63     |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 3   |         | 3    | UEP9E | UECS2 | 28.28     |                    |       |                               |                                  |                                      |   |   |   |   |
|  | UNE Port Rate   |         |      |       |       |           |                    |       |                               |                                  |                                      |   |   |   |   |
|  | AL, FL, KY, LA, MS, & TN only   |         |      |       |       |           |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire Voice Grade Port (Centrex) Basic Local Area                                      |         |      | UEP9E | UEPYA | 1.70      | 22.14              | 15.25 | 8.45                          | 3.91                             | 30.89                                | 7.03  |   |   |   |
|  | 2-Wire Voice Grade Port (Centrex 800 termination) Basic Local Area                      |         |      | UEP9E | UEPYB | 1.70      | 22.14              | 15.25 | 8.45                          | 3.91                             | 30.89                                | 7.03  |   |   |   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area                       |         |      | UEP9E | UEPYH | 1.70      | 22.14              | 15.25 | 8.45                          | 3.91                             | 30.89                                | 7.03  |   |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Basic Local Area        |         |      | UEP9E | UEPYM | 1.70      | 22.14              | 15.25 | 8.45                          | 3.91                             | 30.89                                | 7.03  |   |   |   |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area |         |      | UEP9E | UEPYZ | 1.70      | 22.14              | 15.25 | 8.45                          | 3.91                             | 30.89                                | 7.03  |   |   |   |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area      |         |      | UEP9E | UEPY9 | 1.70      | 22.14              | 15.25 | 8.45                          | 3.91                             | 30.89                                | 7.03  |   |   |   |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area               |         |      | UEP9E | UEPY2 | 1.70      | 22.14              | 15.25 | 8.45                          | 3.91                             | 30.89                                | 7.03  |   |   |   |
|  | AL, KY, LA, MS, & TN Only   |         |      |       |       |           |                    |       |                               |                                  |                                      |   |   |   |   |
|  | 2-Wire Voice Grade Port (Centrex)   |         |      | UEP9E | UEPOA | 1.70      | 22.14              | 15.25 | 8.45                          | 3.91                             | 30.89                                | 7.03  |   |   |   |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)                                       |         |      | UEP9E | UEPOB | 1.70      | 22.14              | 15.25 | 8.45                          | 3.91                             | 30.89                                | 7.03  |   |   |   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID)1                                       |         |      | UEP9E | UEPOH | 1.70      | 22.14              | 15.25 | 8.45                          | 3.91                             | 30.89                                | 7.03  |   |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2                        |         |      | UEP9E | UEPQM | 1.70      | 22.14              | 15.25 | 8.45                          | 3.91                             | 30.89                                | 7.03  |   |   |   |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term                    |         |      | UEP9E | UEPOZ | 1.70      | 22.14              | 15.25 | 8.45                          | 3.91                             | 30.89                                | 7.03  |   |   |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee                             |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|--|--|-------------|------|-----|------|-----------|-----------------------|-------|----------------------------------|---|---|---------------|-------|-------|------------|--|-------|---|---|
| CATEGORY   | RATE ELEMENTS  | Interi<br>m | Zone | BCS | USOC | RATES(\$) |                       |       |                                  | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2 |       |       | Exhibit: D |  |       |   |   |
|  |  |             |      |     |      | Rec       | Nonrecurring<br>First | Add'l | Nonrecurring Disconnect<br>Add'l |   |   | SOME          | SOMAN | SOMAN | SOMAN      | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent                  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term                           |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| Local Switching  |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Centrex Intercom Functionality, per port   |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| Local Number Portability   |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Local Number Portability (1 per port)  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| Features   |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | All Standard Features Offered, per port  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | All Select Features Offered, per port  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | All Centrex Control Features Offered, per port                                   |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| NARS   |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Unbundled Network Access Register - Combination                                  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Unbundled Network Access Register - Initial                                      |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Unbundled Network Access Register - Outdial                                      |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| Miscellaneous Terminations   |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| 2-Wire Trunk Side  |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Trunk Side Terminations, each  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| 4-Wire Digital (1.544 Megabits)                                    |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | DS1 Circuit Terminations, each   |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | DS0 Channel Activated Per Channel  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| Interoffice Channel Mileage - 2-Wire                               |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Interoffice Channel Facilities Termination                                       |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Interoffice Channel mileage, per mile or fraction of mile                        |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| Feature Activations (DS0) Centrex Loops on Channelized DS1 Service |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| D4 Channel Bank Feature Activations                                |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot                         |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Feature Activation on D-4 Channel Bank FX line Side Loop Slot                    |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot                   |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Feature Activation on D-4 Channel Bank Private Line Loop Slot                    |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot                  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | Feature Activation on D-4 Channel Bank WATS Loop Slot                            |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| Non-Recurring Charges (NRC) Associated with UNE-P Centrex          |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | NRC Conversion Currently Combined Switch-As-is with allowed changes, per port    |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | New Centrex Standard Common Block  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | New Centrex Customized Common Block  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | NAR Establishment Charge, Per Occasion   |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)               |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo             |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| UNE Port/Loop Combination Rates (Non-Design)                       |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design         |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design          |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design          |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design          |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
| UNE Port/Loop Combination Rates (Design)                           |  |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design             |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design              |             |      |     |      |           |                       |       |                                  |   |   |               |       |       |            |  |       |   |   |



| UNBUNDLED NETWORK ELEMENTS - Tennessee                             |  |             |      |       |       |           |                       |       |                       | Attachment: 2                             |   |  |  | Exhibit: D  |   |
|--|--|-------------|------|-------|-------|-----------|-----------------------|-------|-----------------------|---|---|--|--|---|---|
| CATEGORY   | RATE ELEMENTS  | Interl<br>m | Zone | BCS   | USOC  | RATES(\$) |                       |       |                       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |  |             |      |       |       | Rec       | Nonrecurring<br>First | Aud'l | Nonrecurring<br>First | SOME                                      | SOMAN   | SOMAN  | SOMAN  | SOMAN   | SOMAN   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo -<br>Design           |             | 3    | UEP93 |       | 29.98     |                       |       |                       |   |   |  |  |   |   |
| UNE Loop Rate  | 2-Wire Voice Grade Loop (SL 1) - Zone 1  |             | 1    | UEP93 | UECS1 | 12.48     |                       |       |                       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 2  |             | 2    | UEP93 | UECS1 | 16.31     |                       |       |                       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 3  |             | 3    | UEP93 | UECS1 | 21.32     |                       |       |                       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 1  |             | 1    | UEP93 | UECS2 | 16.56     |                       |       |                       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 2  |             | 2    | UEP93 | UECS2 | 21.63     |                       |       |                       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 3  |             | 3    | UEP93 | UECS2 | 28.28     |                       |       |                       |   |   |  |  |   |   |
| UNE Port Rate  | 2-Wire Voice Grade Port (Centrex) Basic Local Area                               |             |      |       |       |           |                       |       |                       |   |   |  |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex 800 termination) Basic Local Area               |             |      |       |       |           |                       |       |                       |   |   |  |  |   |   |
| AL, KY, LA, MS, & TN only  | 2-Wire Voice Grade Port (Centrex) Basic Local Area                               |             |      | UEP93 | UEPYA | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area                |             |      | UEP93 | UEPYB | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area                |             |      | UEP93 | UEPYH | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Basic Local Area |             |      | UEP93 | UEPYM | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex 800 Service Term - Basic Local Area)            |             |      | UEP93 | UEPYZ | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex 800 Service Term - Basic Local Area)            |             |      | UEP93 | UEPY9 | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex) Basic Local Area                               |             |      | UEP93 | UEPY2 | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)                                |             |      | UEP93 | UEPOA | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID) 1                               |             |      | UEP93 | UEPOB | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID) 1                               |             |      | UEP93 | UEPOH | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2                |             |      | UEP93 | UEPQM | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2                |             |      | UEP93 | UEPQM | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2                |             |      | UEP93 | UEPQ2 | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2                |             |      | UEP93 | UEPQ2 | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2                |             |      | UEP93 | UEPQ9 | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2                |             |      | UEP93 | UEPQ2 | 1.70      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
| Local Switching  | Centrex Intercom Functionality, per port   |             |      | UEP93 | UEP93 | 0.6381    |                       |       |                       |   |   |  |  |   |   |
|  | Centrex Intercom Functionality, per port   |             |      | UEP93 | UEP93 | 0.35      |                       |       |                       |   |   |  |  |   |   |
| Local Number Portability   | Local Number Portability (1 per port)  |             |      | UEP93 | LNOC  | 0.00      |                       |       |                       |   |   |  |  |   |   |
|  | Local Number Portability (1 per port)  |             |      | UEP93 | LNOC  | 0.00      |                       |       |                       |   |   |  |  |   |   |
| Features   | All Standard Features Offered, per port  |             |      | UEP93 | UEP93 | 0.00      |                       |       |                       |   |   |  |  |   |   |
|  | All Centrex Control Features Offered, per port                                   |             |      | UEP93 | UEP93 | 0.00      |                       |       |                       |   |   |  |  |   |   |
| NARS   | Unbundled Network Access Register - Combination                                  |             |      | UEP93 | UARCX | 0.00      | 0.00                  | 0.00  |                       |   |   |  |  |   |   |
|  | Unbundled Network Access Register - Initial                                      |             |      | UEP93 | UARIY | 0.00      | 0.00                  | 0.00  |                       |   |   |  |  |   |   |
| Miscellaneous Terminations   | Unbundled Network Access Register - Outdial                                      |             |      | UEP93 | UAROY | 0.00      | 0.00                  | 0.00  |                       |   |   |  |  |   |   |
|  | Unbundled Network Access Register - Outdial                                      |             |      | UEP93 | UAROY | 0.00      | 0.00                  | 0.00  |                       |   |   |  |  |   |   |
| 2-Wire Trunk Side  | Trunk Side Terminations, each  |             |      | UEP93 | CEND6 | 8.78      | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | Digital (1.544 Megabits)   |             |      | UEP93 | MIHDI | 35.55     | 75.93                 | 38.15 |                       |   |   |  |  |   |   |
| 4-Wire Digital (1.544 Megabits)                                    | DS0 Channels Activated, Per Channel  |             |      | UEP93 | MIHDO | 0.00      | 108.67                |       |                       |   |   |  |  |   |   |
|  | DS0 Channels Activated, Per Channel  |             |      | UEP93 | MIHDO | 0.00      | 108.67                |       |                       |   |   |  |  |   |   |
| Interoffice Channel Mileage - 2-Wire                               | Interoffice Channel Mileage Terminations   |             |      | UEP93 | MIHBC | 18.58     | 22.14                 | 15.25 | 8.45                  | 3.91                                      | 30.89   | 7.03   |  |   |   |
|  | Interoffice Channel Mileage Terminations   |             |      | UEP93 | MIHBC | 0.0174    |                       |       |                       |   |   |  |  |   |   |
| Feature Activations (DS0) Centrex Loops on Channelized DS1 Service | Feature Activation on D-4 Channel Bank Centrex Loop Slot                         |             |      | UEP93 | 1PQWS | 0.66      |                       |       |                       |   |   |  |  |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot                         |             |      | UEP93 | 1PQWS | 0.66      |                       |       |                       |   |   |  |  |   |   |
| Feature Activations (DS0) Centrex Loops on Channelized DS1 Service | Feature Activation on D-4 Channel Bank Centrex Loop Slot                         |             |      | UEP93 | 1PQWS | 0.66      |                       |       |                       |   |   |  |  |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot                         |             |      | UEP93 | 1PQWS | 0.66      |                       |       |                       |   |   |  |  |   |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee                  |  |             |       |       |           |                       |       |   |   | Attachment: 2  |  | Exhibit: D   |  |
|---|--|-------------|-------|-------|-----------|-----------------------|-------|---|---|--|--|--|--|
| CATEGORY  | RATE ELEMENTS  | Interl<br>m | BCS   | USOC  | RATES(\$) |                       |       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st Add'l |
|   |  |             |       |       | Rec       | Nonrecurring<br>First | Add'l | First                                     | Disconnect<br>Add'l                           | SOME   | SOMAN  | SOMAN  | SOMAN  |
|   | Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot   |             | UEP93 | 1PQW7 | 0.66      |                       |       |   |   |  |  |  |  |
|   | Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center   |             | UEP93 | 1PQWP | 0.66      |                       |       |   |   |  |  |  |  |
|   | Feature Activation on D-4 Channel Bank Private Line Loop Slot  |             | UEP93 | 1PQWV | 0.66      |                       |       |   |   |  |  |  |  |
|   | Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot  |             | UEP93 | 1PQWQ | 0.66      |                       |       |   |   |  |  |  |  |
|   | Feature Activation on D-4 Channel Bank WATS Loop Slot  |             | UEP93 | 1PQWA | 0.66      |                       |       |   |   |  |  |  |  |
|   | Non-Recurring Charges (NRC) Associated with UNE-P Centrex  |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port  |             | UEP93 | USAC2 | 1.03      | 0.29                  |       |   |   |  |  |  |  |
|   | New Centrex Standard Common Block  |             | UEP93 | MTACS | 0.00      | 658.60                |       |   |   | 30.89  | 7.03   |  |  |
|   | New Centrex Customized Common Block  |             | UEP93 | MTACC | 0.00      | 658.60                |       |   |   | 30.89  | 7.03   |  |  |
|   | NAR Establishment Charge, Per Occasion   |             | UEP93 | URECA |           | 68.57                 |       |   |   | 30.89  | 7.03   |  |  |
|   | Note 1 - Required Port for Centrex Control In 1AESS, 5ESS & EWSD   |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | Note 2 - Requires Interface Channel Mileage  |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | Note 3 - Requires Specific Customer Premises Equipment   |             |       |       |           |                       |       |   |   |  |  |  |  |
| UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - MARKET RATES |  |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | 1. Market Rates are applied where BellSouth is not required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.  |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | 2. Recurring Charges for all Standard Centrex and Centrex Control Features are Included in the Market Rate   |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | 3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.   |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | 4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly. |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | UNE-P CENTREX - 1AESS - (Valid in AL, FL, GA, KY, LA, MS, & TN only)   |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo   |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | UNE Port/Loop Combination Rates (Non-Design)   |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design   | 1           | UEP91 |       | 28.48     |                       |       |   |   |  |  |  |  |
|   | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design  | 2           | UEP91 |       | 30.31     |                       |       |   |   |  |  |  |  |
|   | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design  | 3           | UEP91 |       | 35.32     |                       |       |   |   |  |  |  |  |
|   | UNE Port/Loop Combination Rates (Design)   |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design   | 1           | UEP91 |       | 30.56     |                       |       |   |   |  |  |  |  |
|   | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design  | 2           | UEP91 |       | 35.63     |                       |       |   |   |  |  |  |  |
|   | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design  | 3           | UEP91 |       | 42.28     |                       |       |   |   |  |  |  |  |
|   | UNE Loop Rate  |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | 2-Wire Voice Grade Loop (SL 1) - Zone 1  | 1           | UEP91 | UECS1 | 12.48     |                       |       |   |   |  |  |  |  |
|   | 2-Wire Voice Grade Loop (SL 1) - Zone 2  | 2           | UEP91 | UECS1 | 16.31     |                       |       |   |   |  |  |  |  |
|   | 2-Wire Voice Grade Loop (SL 1) - Zone 3  | 3           | UEP91 | UECS1 | 21.32     |                       |       |   |   |  |  |  |  |
|   | 2-Wire Voice Grade Loop (SL 2) - Zone 1  | 1           | UEP91 | UECS2 | 16.56     |                       |       |   |   |  |  |  |  |
|   | 2-Wire Voice Grade Loop (SL 2) - Zone 2  | 2           | UEP91 | UECS2 | 21.63     |                       |       |   |   |  |  |  |  |
|   | 2-Wire Voice Grade Loop (SL 2) - Zone 3  | 3           | UEP91 | UECS2 | 28.28     |                       |       |   |   |  |  |  |  |
|   | UNE Ports  |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | All States (Except North Carolina and South Carolina)  |             |       |       |           |                       |       |   |   |  |  |  |  |
|   | 2-Wire Voice Grade Port (Centrex) Basic Local Area   |             | UEP91 | UEPYA | 14.00     | 90.00                 | 45.00 | 20.00                                     | 10.00   | 30.89  | 7.03   |  |  |
|   | 2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area  |             | UEP91 | UEPYB | 14.00     | 90.00                 | 45.00 | 20.00                                     | 10.00   | 30.89  | 7.03   |  |  |
|   | 2-Wire Voice Grade Port (Centrex with Caller ID)Basic Local Area   |             | UEP91 | UEPYH | 14.00     | 90.00                 | 45.00 | 20.00                                     | 10.00   | 30.89  | 7.03   |  |  |
|   | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)Basic Local Area  |             | UEP91 | UEPYM | 14.00     | 90.00                 | 45.00 | 20.00                                     | 10.00   | 30.89  | 7.03   |  |  |
|   | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area  |             | UEP91 | UEPYZ | 14.00     | 90.00                 | 45.00 | 20.00                                     | 10.00   | 30.89  | 7.03   |  |  |



| UNBUNDLED NETWORK ELEMENTS - Tennessee                             |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|--|---|---------|------|-----|------|--------------------|-------|-------------------------------|---------|----------------------------------|-------|--|
| CATEGORY   | RATE ELEMENTS   | Interim | Zone | BCS | USOC | RATES(\$)          |       |                               |         | Svc Order Submitted Elec per LSR |       | Exhibit: D   |
|  |   |         |      |     |      | Nonrecurring First | Add'l | Nonrecurring Disconnect First | Att'd'l | SOMECC                           | SOMAN | Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l |
|  |   |         |      |     |      | Rec                |       |                               |         |                                  |       | Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent                 |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | - Basic Local Area  |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area       |         |      |     |      |                    |       |                               |         |                                  |       |  |
| AL, KY, LA, MS & TN Only   |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | 2-Wire Voice Grade Port (Centrex)   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)                               |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID)                                |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)                 |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term            |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent                 |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term                          |         |      |     |      |                    |       |                               |         |                                  |       |  |
| Local Switching  |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Centrex Intercom Functionality, per port  |         |      |     |      |                    |       |                               |         |                                  |       |  |
| Local Number Portability   |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Local Number Portability (1 per port)   |         |      |     |      |                    |       |                               |         |                                  |       |  |
| Features   |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | All Standard Features Offered, per port   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | All Select Features Offered, per port   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | All Centrex Control Features Offered, per port                                  |         |      |     |      |                    |       |                               |         |                                  |       |  |
| NARS   |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Unbundled Network Access Register - Combination                                 |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Unbundled Network Access Register - Initial                                     |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Unbundled Network Access Register - Outdial                                     |         |      |     |      |                    |       |                               |         |                                  |       |  |
| Miscellaneous Terminations   |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
| 2-Wire Trunk Side  |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Trunk Side Terminations, each   |         |      |     |      |                    |       |                               |         |                                  |       |  |
| Interface Channel Mileage - 2-Wire                                 |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Interface Channel Facilities Termination - Voice Grade                          |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Interface Channel Facilities Termination - Data Grade                           |         |      |     |      |                    |       |                               |         |                                  |       |  |
| Feature Activations (DS0) Centrex Loops on Channelized DS1 Service |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
| D4 Channel Bank Feature Activations                                |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Feature Activation on D4 Channel Bank Centrex Loop Slot                         |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Feature Activation on D4 Channel Bank FX line Side Loop Slot                    |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Feature Activation on D4 Channel Bank FX Trunk Side Loop Slot                   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Feature Activation on D4 Channel Bank Centrex Loop Slot - Different Wire Center |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Feature Activation on D4 Channel Bank Private Line Loop Slot                    |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Feature Activation on D4 Channel Bank T1e Line/Trunk Loop Slot                  |         |      |     |      |                    |       |                               |         |                                  |       |  |
| Non-Recurring Charges (NRC) Associated with UNE-P Centrex          |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Conversion - Currently Combined Switch-As-is with allowed charges, per port     |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | New Centrex Standard Common Block   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | New Centrex Customized Common Block   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | Secondary Block, per Block  |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | NAR Establishment Charge, Per Occasion  |         |      |     |      |                    |       |                               |         |                                  |       |  |
| UNE-P CENTREX - 5ESS (Valid in All States)                         |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
| 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo             |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
| UNE Port/Loop Combination Rates (Non-Design)                       |   |         |      |     |      |                    |       |                               |         |                                  |       |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design        |         |      |     |      |                    |       |                               |         |                                  |       |  |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |             |      |       |       |           |  |                       |       | Attachment: 2                       |   |   |  | Exhibit: D  |   |
|--|--|-------------|------|-------|-------|-----------|--|-----------------------|-------|-------------------------------------|---|---|--|---|---|
| CATEGORY                               | RATE ELEMENTS  | Interl<br>m | Zone | BCS   | USOC  | RATES(\$) |  | Nonrecurring<br>First | Add'l | Nonrecurring<br>Disconnect<br>Add'l | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |  |             |      |       |       | Rec       |  |                       |       |                                     | SOME                                      | SOMAN   | SOMAN  | SOMAN   | SOMAN   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo -<br>Non-Design                 |             | 2    | UEP95 |       |           |  | 30.31                 |       |                                     |   |   |  |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo -<br>Non-Design                 |             | 3    | UEP95 |       |           |  | 35.32                 |       |                                     |   |   |  |   |   |
|  | UNE Port/Loop Combination Rates (Design)   |             |      |       |       |           |  |                       |       |                                     |   |   |  |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo -<br>Design                    |             | 1    | UEP95 |       |           |  | 30.56                 |       |                                     |   |   |  |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo -<br>Design                     |             | 2    | UEP95 |       |           |  | 35.63                 |       |                                     |   |   |  |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo -<br>Design                     |             | 3    | UEP95 |       |           |  | 42.28                 |       |                                     |   |   |  |   |   |
|  | UNE Loop Rate  |             |      |       |       |           |  |                       |       |                                     |   |   |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 1  |             | 1    | UEP95 | UECS1 |           |  | 12.48                 |       |                                     |   |   |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 2  |             | 2    | UEP95 | UECS1 |           |  | 16.31                 |       |                                     |   |   |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 3  |             | 3    | UEP95 | UECS1 |           |  | 21.32                 |       |                                     |   |   |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 1  |             | 1    | UEP95 | UECS2 |           |  | 16.56                 |       |                                     |   |   |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 2  |             | 2    | UEP95 | UECS2 |           |  | 21.63                 |       |                                     |   |   |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 3  |             | 3    | UEP95 | UECS2 |           |  | 28.28                 |       |                                     |   |   |  |   |   |
|  | UNE Port Rate  |             |      |       |       |           |  |                       |       |                                     |   |   |  |   |   |
|  | All States   |             |      |       |       |           |  |                       |       |                                     |   |   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex) Basic Local Area   |             |      | UEP95 | UEPYA |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)  |             |      | UEP95 | UEPYB |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local<br>Area                       |             |      | UEP95 | UEPYH |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire<br>Center)2 Basic Local Area       |             |      | UEP95 | UEPYM |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service<br>Term - Basic Local Area |             |      | UEP95 | UEPYZ |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent<br>- Basic Local Area      |             |      | UEP95 | UEPY9 |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term -<br>Basic Local Area               |             |      | UEP95 | UEPY2 |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | AL, KY, LA, MS, SC, & TN Only  |             |      |       |       |           |  |                       |       |                                     |   |   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex)  |             |      | UEP95 | UEPQA |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)  |             |      | UEP95 | UEPQB |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID)1  |             |      | UEP95 | UEPQH |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire<br>Center)2                        |             |      | UEP95 | UEPQM |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service<br>Term                    |             |      | UEP95 | UEPQZ |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent                            |             |      | UEP95 | UEPQ9 |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term                                     |             |      | UEP95 | UEPQ2 |           |  | 14.00                 | 90.00 | 45.00                               | 20.00                                     | 10.00   |  |   |   |
|  | FL & GA Only   |             |      |       |       |           |  |                       |       |                                     |   |   |  |   |   |
|  | Local Switching  |             |      |       |       |           |  |                       |       |                                     |   |   |  |   |   |
|  | Centrex Intercom Functionality, per port   |             |      | UEP95 | URECS |           |  | 0.6381                |       |                                     |   |   |  |   |   |
|  | Local Number Portability   |             |      |       |       |           |  |                       |       |                                     |   |   |  |   |   |
|  | Local Number Portability (1 per port)  |             |      | UEP95 | LNPOC |           |  | 0.35                  |       |                                     |   |   |  |   |   |
|  | Features   |             |      |       |       |           |  |                       |       |                                     |   |   |  |   |   |
|  | All Standard Features Offered, per port  |             |      | UEP95 | UEPVF |           |  | 0.00                  |       |                                     |   |   |  |   |   |
|  | All Select Features Offered, per port  |             |      | UEP95 | UEPVS |           |  | 433.78                |       |                                     |   |   |  |   |   |
|  | All Centrex Control Features Offered, per port   |             |      | UEP95 | UEPVC |           |  | 0.00                  |       |                                     |   |   |  |   |   |
|  | NARS   |             |      |       |       |           |  |                       |       |                                     |   |   |  |   |   |
|  | Unbundled Network Access Register - Combination  |             |      | UEP95 | UARCX |           |  | 0.00                  | 0.00  |                                     |   |   |  |   |   |
|  | Unbundled Network Access Register - Initial  |             |      | UEP95 | UARYX |           |  | 0.00                  | 0.00  |                                     |   |   |  |   |   |
|  | Unbundled Network Access Register - Outdial  |             |      | UEP95 | UAROY |           |  | 0.00                  | 0.00  |                                     |   |   |  |   |   |
|  | Miscellaneous Terminations   |             |      |       |       |           |  |                       |       |                                     |   |   |  |   |   |
|  | 2-Wire Trunk Side  |             |      |       |       |           |  |                       |       |                                     |   |   |  |   |   |
|  | Trunk Side Terminations, each  |             |      | UEP95 | CEND6 |           |  | 8.78                  | 47.75 | 47.01                               | 9.21                                      | 8.47  |  |   |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |             |      |       |       |           |                       |        |                                     |   |   |  |  |   | Attachment: 2   |  |  | Exhibit: D |  |  |
|--|--|-------------|------|-------|-------|-----------|-----------------------|--------|-------------------------------------|---|---|--|--|---|---|--|--|------------|--|--|
| CATEGORY                               | RATE ELEMENTS  | Interl<br>m | Zone | BCS   | USOC  | RATES(\$) |                       |        |                                     | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |  |  |            |  |  |
|  |  |             |      |       |       | Rec       | Nonrecurring<br>First | Add'l  | Nonrecurring<br>Disconnect<br>First | Add'l                                     | SOMECS  | SOMAN  | SOMAN  | SOMAN   | SOMAN   |  |  |            |  |  |
|  |  |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 4-Wire Digital (1.544 Megabits)  |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | DS1 Circuit Terminations, each   |             |      |       |       |           |                       | 35.55  |                                     |   |   |  |  | 30.89   |   |  |  |            |  |  |
|  | DSO Channels Activated, each   |             |      |       |       |           |                       | 0.00   | 75.93                               |   |   |  |  | 30.89   |   |  |  |            |  |  |
|  | Interoffice Channel Mileage - 2-Wire   |             |      |       |       |           |                       |        | 108.67                              |   |   |  |  |   |   |  |  |            |  |  |
|  | Interoffice Channel Facilities Termination                                       |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | Interoffice Channel mileage, per mile or fraction of mile                        |             |      |       |       |           |                       | 18.58  | 90.00                               |   |   |  |  | 30.89   |   |  |  |            |  |  |
|  | Feature Activations (DS0) Centrex Loops on Channelized DS1 Service               |             |      |       |       |           |                       | 0.0174 |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | D4 Channel Bank Feature Activations  |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot                         |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | Feature Activation on D-4 Channel Bank FX line Side Loop Slot                    |             |      |       |       |           |                       | 0.66   |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot                   |             |      |       |       |           |                       | 0.66   |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center |             |      |       |       |           |                       | 0.66   |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | Feature Activation on D-4 Channel Bank Private Line Loop Slot                    |             |      |       |       |           |                       | 0.66   |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | Feature Activation on D-4 Channel Bank T1e Line/Trunk Loop Slot                  |             |      |       |       |           |                       | 0.66   |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | Feature Activation on D-4 Channel Bank WATS Loop Slot                            |             |      |       |       |           |                       | 0.66   |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | Non-Recurring Charges (NRC) Associated with UNE-P Centrex                        |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port    |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | New Centrex Standard Common Block  |             |      |       |       |           |                       | 0.00   | 1.03                                |   |   |  |  | 30.89   |   |  |  |            |  |  |
|  | New Centrex Customized Common Block  |             |      |       |       |           |                       | 0.00   | 658.60                              |   |   |  |  | 30.89   |   |  |  |            |  |  |
|  | NAR Establishment Charge, Per Occasion   |             |      |       |       |           |                       | 0.00   | 658.60                              |   |   |  |  | 30.89   |   |  |  |            |  |  |
|  | UNE-P CENTREX - DMS100 (Valid In All States)                                     |             |      |       |       |           |                       | 0.00   | 68.57                               |   |   |  |  | 30.89   |   |  |  |            |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo                           |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | UNE Port/Loop Combination Rates (Non-Design)                                     |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design         |             | 1    | UEP9D |       |           |                       | 26.48  |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design          |             | 2    | UEP9D |       |           |                       | 30.31  |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design          |             | 3    | UEP9D |       |           |                       | 35.32  |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | UNE Port/Loop Combination Rates (Design)   |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design             |             | 1    | UEP9D |       |           |                       | 30.56  |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design              |             | 2    | UEP9D |       |           |                       | 35.63  |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design              |             | 3    | UEP9D |       |           |                       | 42.28  |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | UNE Loop Rate  |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 1  |             | 1    | UEP9D | UECS1 |           |                       | 12.48  |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 2  |             | 2    | UEP9D | UECS1 |           |                       | 16.31  |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 3  |             | 3    | UEP9D | UECS1 |           |                       | 21.32  |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 1  |             | 1    | UEP9D | UECS2 |           |                       | 16.56  |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 2  |             | 2    | UEP9D | UECS2 |           |                       | 21.63  |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 3  |             | 3    | UEP9D | UECS2 |           |                       | 28.28  |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | UNE Port Rate  |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | ALL STATES   |             |      |       |       |           |                       |        |                                     |   |   |  |  |   |   |  |  |            |  |  |
|  | 2-Wire Voice Grade Port (Centrex) Basic Local Area                               |             |      | UEP9D | UEPYA |           |                       | 14.00  | 90.00                               | 45.00                                     | 20.00   | 10.00  |  | 30.89   | 7.03  |  |  |            |  |  |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area                |             |      | UEP9D | UEPYB |           |                       | 14.00  | 90.00                               | 45.00                                     | 20.00   | 10.00  |  | 30.89   | 7.03  |  |  |            |  |  |
|  | 2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area                    |             |      | UEP9D | UEPYC |           |                       | 14.00  | 90.00                               | 45.00                                     | 20.00   | 10.00  |  | 30.89   | 7.03  |  |  |            |  |  |
|  | 2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area                   |             |      | UEP9D | UEPYD |           |                       | 14.00  | 90.00                               | 45.00                                     | 20.00   | 10.00  |  | 30.89   | 7.03  |  |  |            |  |  |



| UNBUNDLED NETWORK ELEMENTS - Tennessee                             |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|--|---|-------------|------|-----|--------|-----------------------|--------|-------|---------------------|---|---|---------------|--|---|---|
| CATEGORY   | RATE ELEMENTS   | Interl<br>m | Zone | BCS | USOC   | RATES(\$)             |        |       |                     | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2 | Exhibit: D   |   |   |
|  |   |             |      |     |        | Nonrecurring<br>First | Add'l  | First | Disconnect<br>Add'l | SOMEc                                     | SOMAN   | OSS Rates(\$) | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |   |             |      |     |        | Rec                   |        |       |                     |   |   |               |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wlg Lamp         |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | Indication)3  |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex/Msg Wlg Lamp Indication)3      |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | 2   |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC/EBS-PSET)2, 3       |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5009)2, 3      |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC/EBS-5209)2, 3       |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5112)2, 3      |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5312)2, 3      |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5008)2, 3      |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5208)2, 3      |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5216)2, 3      |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5316)2, 3      |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  | Term  |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  |   |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term          |             |      |     | UEP9D  | 14.00                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
| Local Switching  |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | (Centrex Intercom Functionality, per port                       |             |      |     | URECS  | 0.6381                |        |       |                     |   |   |               |  |   |   |
| Local Number Portability   |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | Local Number Portability (1 per port)                           |             |      |     | LNPOC  | 0.35                  |        |       |                     |   |   |               |  |   |   |
| Features   |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | All Standard Features Offered, per port                         |             |      |     | UEP9D  | 0.00                  |        |       |                     |   | 30.89   | 7.03          |  |   |   |
|  | All Select Features Offered, per port                           |             |      |     | UEP9D  | 0.00                  | 433.78 |       |                     |   | 30.89   | 7.03          |  |   |   |
|  | All Centrex Control Features Offered, per port                  |             |      |     | UEP9D  | 0.00                  |        |       |                     |   | 30.89   | 7.03          |  |   |   |
| NARS   |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | Unbundled Network Access Register - Combination                 |             |      |     | UARCX  | 0.00                  | 0.00   |       |                     |   | 30.89   | 7.03          |  |   |   |
|  | Unbundled Network Access Register - Inward                      |             |      |     | UAR1X  | 0.00                  | 0.00   |       |                     |   | 30.89   | 7.03          |  |   |   |
|  | Unbundled Network Access Register - Outdial                     |             |      |     | UARO1X | 0.00                  | 0.00   |       |                     |   | 30.89   | 7.03          |  |   |   |
| Miscellaneous Terminations   |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
| 2-Wire Trunk Side  |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | Trunk Side Terminations, each                                   |             |      |     | CEND6  | 8.78                  | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
| 4-Wire Digital (1.544 Megabits)                                    |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | DS1 Circuit Terminations, each                                  |             |      |     | MTHD1  | 35.55                 | 75.93  |       |                     |   | 30.89   | 7.03          |  |   |   |
|  | DS0 Channels Activated per Channel                              |             |      |     | MTHD0  | 0.00                  | 108.67 |       |                     |   | 30.89   | 7.03          |  |   |   |
| Interoffice Channel Mileage - 2-Wire                               |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | Interoffice Channel Facilities Termination                      |             |      |     | MIGBC  | 18.58                 | 90.00  | 20.00 | 10.00               |   | 30.89   | 7.03          |  |   |   |
|  | Interoffice Channel mileage, per mile or fraction of mile       |             |      |     | MIGBM  | 0.0174                |        |       |                     |   |   |               |  |   |   |
| Feature Activations (DS0) Centrex Loops on Channelized DS1 Service |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
| D4 Channel Bank Feature Activations                                |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot        |             |      |     | 1PQWS  | 0.66                  |        |       |                     |   |   |               |  |   |   |
|  |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | Feature Activation on D-4 Channel Bank FX Line Side Loop Slot   |             |      |     | 1PQW6  | 0.66                  |        |       |                     |   |   |               |  |   |   |
|  | Feature Activation on D-4 Channel Bank FX Trunk Side Loop       |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | Slot  |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot -      |             |      |     | 1PQW7  | 0.66                  |        |       |                     |   |   |               |  |   |   |
|  | Different Wire Center   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  |   |             |      |     | 1PQWP  | 0.66                  |        |       |                     |   |   |               |  |   |   |
|  |   |             |      |     |        |                       |        |       |                     |   |   |               |  |   |   |
|  | Feature Activation on D-4 Channel Bank Private Line Loop Slot   |             |      |     | 1PQWV  | 0.66                  |        |       |                     |   |   |               |  |   |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |         |      |     |      |           |                    |       |                               | Attachment: 2                    |                                      |  |  | Exhibit: D   |  |  |  |
|--|---|---------|------|-----|------|-----------|--------------------|-------|-------------------------------|----------------------------------|--------------------------------------|--|--|--|--|--|--|
| CATEGORY                               | RATE ELEMENTS   | Interim | Zone | BCS | USOC | RATES(\$) |                    |       |                               | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-1st |
|  |   |         |      |     |      | Rec       | Nonrecurring First | Add'l | Nonrecurring Disconnect First | SOME                             | SOMAN                                | SOMAN  | SOMAN  | SOMAN  | SOMAN  | SOMAN  | SOMAN  |
|  | Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot                         |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | Feature Activation on D-4 Channel Bank WATS Loop Slot                                   |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | Non-Recurring Charges (NRC) Associated with UNE-P Centrex                               |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | NRC Conversion Currently Combined Switch-As-is with allowed changes, per port           |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | New Centrex Standard Common Block   |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | New Centrex Customized Common Block   |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | NAR Establishment Charge, Per Occasion  |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | UNE-P CENTREX - EWSO (Valid in AL, FL, KY, LA, MS & TN)                                 |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo                                  |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | UNE Port/Loop Combination Rates (Non-Design)  |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design                |         | 1    |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design                |         | 2    |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design                |         | 3    |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | UNE Port/Loop Combination Rates (Design)  |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design                    |         | 1    |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design                    |         | 2    |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design                    |         | 3    |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | UNE Loop Rate   |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 1   |         | 1    |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 2   |         | 2    |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 3   |         | 3    |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 1   |         | 1    |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 2   |         | 2    |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 3   |         | 3    |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | UNE Port Rate   |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | AL, FL, KY, LA, MS, & TN only   |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port (Centrex) Basic Local Area                                      |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port (Centrex 800 termination) Basic Local Area                      |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area                       |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Basic Local Area        |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area      |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area               |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | AL, KY, LA, MS, & TN Only   |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port (Centrex)   |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)                                       |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID)  |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)                         |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term                    |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent                         |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term                                  |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |
|  | Local Switching   |         |      |     |      |           |                    |       |                               |                                  |                                      |  |  |  |  |  |  |



| UNBUNDLED NETWORK ELEMENTS - Tennessee |  |         |      |       |        |           |                    |       |                               | Attachment: 2                    |                                      | Exhibit: D  |   |
|--|--|---------|------|-------|--------|-----------|--------------------|-------|-------------------------------|----------------------------------|--------------------------------------|---|---|
| CATEGORY                               | RATE ELEMENTS  | Interim | Zone | BCS   | USOC   | RATES(\$) |                    |       |                               | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
|  |  |         |      |       |        | Rec       | Nonrecurring First | Add'l | Nonrecurring Disconnect Add'l | SOME                             | SOMAN                                | SOMAN   | SOMAN   |
|  | Centrex Intercom Functionality, per port   |         |      | UEP9E | URECS  | 0.6381    |                    |       |                               |                                  |                                      |   |   |
|  | Local Number Portability   |         |      | UEP9E | LNPC   | 0.35      |                    |       |                               |                                  |                                      |   |   |
|  | Features   |         |      | UEP9E | UEPVF  | 0.00      |                    |       |                               |                                  |                                      |   |   |
|  | All Select Features Offered, per port  |         |      | UEP9E | UEPVS  | 0.00      | 433.78             |       |                               |                                  | 30.89                                | 7.03  |   |
|  | All Centrex Control Features Offered, per port                                   |         |      | UEP9E | UEPVC  | 0.00      |                    |       |                               |                                  | 30.89                                | 7.03  |   |
|  | NAFS   |         |      | UEP9E | UARCX  | 0.00      | 0.00               |       |                               |                                  | 30.89                                | 7.03  |   |
|  | Unbundled Network Access Register - Combination                                  |         |      | UEP9E | UARI1X | 0.00      | 0.00               |       |                               |                                  | 30.89                                | 7.03  |   |
|  | Unbundled Network Access Register - Individual                                   |         |      | UEP9E | UARO1X | 0.00      | 0.00               |       |                               |                                  | 30.89                                | 7.03  |   |
|  | Miscellaneous Terminations   |         |      |       |        |           |                    |       |                               |                                  |                                      |   |   |
|  | 2-Wire Trunk Side  |         |      |       |        |           |                    |       |                               |                                  |                                      |   |   |
|  | Trunk Side Terminations, each  |         |      | UEP9E | CEND6  | 8.78      | 90.00              | 45.00 | 20.00                         | 10.00                            | 30.89                                | 7.03  |   |
|  | 4-Wire Digital (1,544 Megabits)  |         |      |       |        |           |                    |       |                               |                                  |                                      |   |   |
|  | DS1 Circuit Terminations, each   |         |      | UEP9E | M1HD1  | 35.55     | 75.93              | 38.15 |                               |                                  | 30.89                                | 7.03  |   |
|  | DS0 Channel Activated Per Channel  |         |      | UEP9E | M1HDO  | 0.00      | 108.67             |       |                               |                                  | 30.89                                | 7.03  |   |
|  | Interoffice Channel Mileage - 2-Wire   |         |      |       |        |           |                    |       |                               |                                  |                                      |   |   |
|  | Interoffice Channel Facilities Termination                                       |         |      | UEP9E | MIGBC  | 18.58     | 90.00              | 45.00 | 20.00                         | 10.00                            | 30.89                                | 7.03  |   |
|  | Interoffice Channel Mileage, per mile or fraction of mile                        |         |      | UEP9E | MIGBM  | 0.0174    |                    |       |                               |                                  |                                      |   |   |
|  | Feature Activations (DS0) Centrex Loops on Channelized DS1 Service               |         |      |       |        |           |                    |       |                               |                                  |                                      |   |   |
|  | D4 Channel Bank Feature Activations  |         |      |       |        |           |                    |       |                               |                                  |                                      |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot                         |         |      | UEP9E | 1PQWS  | 0.66      |                    |       |                               |                                  |                                      |   |   |
|  | Feature Activation on D-4 Channel Bank FX Line Side Loop Slot                    |         |      | UEP9E | 1PQW6  | 0.66      |                    |       |                               |                                  |                                      |   |   |
|  | Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot                   |         |      | UEP9E | 1PQW7  | 0.66      |                    |       |                               |                                  |                                      |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center |         |      | UEP9E | 1PQWP  | 0.66      |                    |       |                               |                                  |                                      |   |   |
|  | Feature Activation on D-4 Channel Bank Private Line Loop Slot                    |         |      | UEP9E | 1PQWV  | 0.66      |                    |       |                               |                                  |                                      |   |   |
|  | Feature Activation on D-4 Channel Bank T1e Line/Trunk Loop Slot                  |         |      | UEP9E | 1PQWQ  | 0.66      |                    |       |                               |                                  |                                      |   |   |
|  | Feature Activation on D-4 Channel Bank WATS Loop Slot                            |         |      | UEP9E | 1PQWA  | 0.66      |                    |       |                               |                                  |                                      |   |   |
|  | Non-Recurring Charges (NRC) Associated with UNE-P Centrex                        |         |      |       |        |           |                    |       |                               |                                  |                                      |   |   |
|  | NRC Conversion Currently Combined Switch-Ae-is with allowed changes, per port    |         |      | UEP9E | USAC2  |           | 1.03               | 0.29  |                               |                                  | 30.89                                | 7.03  |   |
|  | New Centrex Standard Common Block  |         |      | UEP9E | M1ACS  | 0.00      | 658.60             |       |                               |                                  | 30.89                                | 7.03  |   |
|  | New Centrex Customized Common Block  |         |      | UEP9E | M1AOC  | 0.00      | 658.60             |       |                               |                                  | 30.89                                | 7.03  |   |
|  | NAR Establishment Charge, Per Occasion   |         |      | UEP9E | URECA  | 0.00      | 68.57              |       |                               |                                  | 30.89                                | 7.03  |   |
|  | UNE-P CENTREX - DCO - Valid In AL, KY, LA, MS, & TN                              |         |      |       |        |           |                    |       |                               |                                  |                                      |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo                           |         |      |       |        |           |                    |       |                               |                                  |                                      |   |   |
|  | UNE Port/Loop Combination Rates (Non-Design)                                     |         |      |       |        |           |                    |       |                               |                                  |                                      |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design         |         | 1    | UEP93 |        | 26.48     |                    |       |                               |                                  |                                      |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design          |         | 2    | UEP93 |        | 30.31     |                    |       |                               |                                  |                                      |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design          |         | 3    | UEP93 |        | 35.32     |                    |       |                               |                                  |                                      |   |   |
|  | UNE Port/Loop Combination Rates (Design)   |         |      |       |        |           |                    |       |                               |                                  |                                      |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design             |         | 1    | UEP93 |        | 30.56     |                    |       |                               |                                  |                                      |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design              |         | 2    | UEP93 |        | 35.63     |                    |       |                               |                                  |                                      |   |   |
|  | 2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design              |         | 3    | UEP93 |        | 42.28     |                    |       |                               |                                  |                                      |   |   |
|  | UNE Loop Rate  |         |      |       |        |           |                    |       |                               |                                  |                                      |   |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 1  |         | 1    | UEP93 | UECS1  | 12.48     |                    |       |                               |                                  |                                      |   |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 2  |         | 2    | UEP93 | UECS1  | 16.31     |                    |       |                               |                                  |                                      |   |   |

| UNBUNDLED NETWORK ELEMENTS - Tennessee |   |             |      |       |       |                       |        |                                     |        |   |   |               |  |  |   |   |
|--|---|-------------|------|-------|-------|-----------------------|--------|-------------------------------------|--------|---|---|---------------|--|--|---|---|
| CATEGORY                               | RATE ELEMENTS   | Interf<br>m | Zone | BCS   | USOC  | RATES(\$)             |        |                                     |        | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 2 |  | Exhibit: D   |   |   |
|  |   |             |      |       |       | Nonrecurring<br>First | Add'l  | Nonrecurring<br>Disconnect<br>Add'l | SOMEAC |   |   | SOMAN         | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |   |             |      |       |       |                       | Rec    |                                     |        |   |   |               |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 1) - Zone 3   |             | 3    | UEP93 | UECS1 |                       | 21.32  |                                     |        |   |   |               |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 1   |             | 1    | UEP93 | UECS2 |                       | 16.56  |                                     |        |   |   |               |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 2   |             | 2    | UEP93 | UECS2 |                       | 21.63  |                                     |        |   |   |               |  |  |   |   |
|  | 2-Wire Voice Grade Loop (SL 2) - Zone 3   |             | 3    | UEP93 | UECS2 |                       | 28.28  |                                     |        |   |   |               |  |  |   |   |
|  | UNE Port Rate   |             |      |       |       |                       |        |                                     |        |   |   |               |  |  |   |   |
|  | AL, KY, LA, MS, & TN only   |             |      |       |       |                       |        |                                     |        |   |   |               |  |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex) Basic Local Area                                      |             |      | UEP93 | UEPYA |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area                       |             |      | UEP93 | UEPYB |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID)Basic Local Area                        |             |      | UEP93 | UEPYH |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area       |             |      | UEP93 | UEPYM |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area |             |      | UEP93 | UEPYZ |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area      |             |      | UEP93 | UEPY9 |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area               |             |      | UEP93 | UEPY2 |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex)   |             |      | UEP93 | UEPQA |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex 800 termination)                                       |             |      | UEP93 | UEPQB |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex with Caller ID)1                                       |             |      | UEP93 | UEPQH |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2                        |             |      | UEP93 | UEPQM |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term                    |             |      | UEP93 | UEPQZ |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port terminated in on Megalink or equivalent                         |             |      | UEP93 | UEPQ9 |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | 2-Wire Voice Grade Port Terminated on 800 Service Term                                  |             |      | UEP93 | UEPQ2 |                       | 14.00  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | Local Switching   |             |      |       | UEPCS |                       | 0.6381 |                                     |        |   |   |               |  |  |   |   |
|  | Local Number Portability  |             |      |       | LNOC  |                       | 0.35   |                                     |        |   |   |               |  |  |   |   |
|  | Local Number Portability (1 per port)   |             |      |       | UEPVF |                       | 0.00   |                                     |        |   |   |               |  |  |   |   |
|  | Features  |             |      |       | UEPVC |                       | 0.00   |                                     |        |   |   |               |  |  |   |   |
|  | All Standard Features Offered, per port   |             |      |       | UARCX |                       | 0.00   | 0.00                                | 0.00   |   |   | 30.89         | 7.03   |  |   |   |
|  | All Centrex Control Features Offered, per port  |             |      |       | UARIX |                       | 0.00   | 0.00                                | 0.00   |   |   | 30.89         | 7.03   |  |   |   |
|  | NARS  |             |      |       | UAROX |                       | 0.00   | 0.00                                | 0.00   |   |   | 30.89         | 7.03   |  |   |   |
|  | Unbundled Network Access Register - Combination   |             |      |       |       |                       |        |                                     |        |   |   |               |  |  |   |   |
|  | Unbundled Network Access Register - Initial   |             |      |       |       |                       |        |                                     |        |   |   |               |  |  |   |   |
|  | Unbundled Network Access Register - Outdial   |             |      |       |       |                       |        |                                     |        |   |   |               |  |  |   |   |
|  | Miscellaneous Terminations  |             |      |       |       |                       |        |                                     |        |   |   |               |  |  |   |   |
|  | 2-Wire Trunk Side   |             |      |       | CEND6 |                       | 8.78   | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | Trunk Side Terminations, each   |             |      |       |       |                       |        |                                     |        |   |   |               |  |  |   |   |
|  | 4-Wire Digital (1,544 Megabits)   |             |      |       | MTHD1 |                       | 35.55  | 75.93                               | 38.15  |   |   | 30.89         | 7.03   |  |   |   |
|  | DS1 Circuit Terminations, each  |             |      |       | MTHD0 |                       | 0.00   | 106.67                              |        |   |   | 30.89         | 7.03   |  |   |   |
|  | DS0 Channels Activated, Per Channel   |             |      |       |       |                       |        |                                     |        |   |   |               |  |  |   |   |
|  | Interface Channel Mileage - 2-Wire  |             |      |       |       |                       |        |                                     |        |   |   |               |  |  |   |   |
|  | Interface Channel Facilities Termination  |             |      |       | MGBGC |                       | 18.58  | 90.00                               | 45.00  | 20.00                                     | 10.00   | 30.89         | 7.03   |  |   |   |
|  | Interface Channel Mileage, per mile or fraction of mile                                 |             |      |       | MGBGM |                       | 0.0174 |                                     |        |   |   |               |  |  |   |   |
|  | Feature Activations (DS0) Centrex Loops on Channelized DS1 Service                      |             |      |       |       |                       |        |                                     |        |   |   |               |  |  |   |   |
|  | D4 Channel Bank Feature Activations   |             |      |       |       |                       |        |                                     |        |   |   |               |  |  |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot                                |             |      |       | 1PQWS |                       | 0.66   |                                     |        |   |   |               |  |  |   |   |
|  | Feature Activation on D-4 Channel Bank FX Line Side Loop Slot                           |             |      |       | 1PQW6 |                       | 0.66   |                                     |        |   |   |               |  |  |   |   |
|  | Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot                          |             |      |       | 1PQW7 |                       | 0.66   |                                     |        |   |   |               |  |  |   |   |
|  | Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center        |             |      |       | 1PQWP |                       | 0.66   |                                     |        |   |   |               |  |  |   |   |



| UNBUNDLED NETWORK ELEMENTS - Tennessee  |  |         |      |       |       |           |                    |       |                               |                                  |                                      |               |      |       |               |  |
|---|--|---------|------|-------|-------|-----------|--------------------|-------|-------------------------------|----------------------------------|--------------------------------------|---------------|------|-------|---------------|--|
| CATEGORY  | RATE ELEMENTS  | Interim | Zone | BCS   | USOC  | RATES(\$) |                    |       |                               | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Attachment: 2 |      |       | Exhibit: D    |  |
|   |  |         |      |       |       | Rec       | Nonrecurring First | Add'l | Nonrecurring Disconnect First |                                  |                                      | Add'l         | SOME | SOMAN | OSS Rates(\$) | Incremental Charge - Manual Svc Order vs. Electronic-1st |
|   |  |         |      |       |       |           |                    |       |                               |                                  |                                      |               |      |       |               |  |
|   | Feature Activation on D-4 Channel Bank Private Line Loop Slot                  |         |      | UEP93 | 1PQWV | 0.66      |                    |       |                               |                                  |                                      |               |      |       |               |  |
|   | Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot                |         |      | UEP93 | 1PQWQ | 0.66      |                    |       |                               |                                  |                                      |               |      |       |               |  |
|   | Feature Activation on D-4 Channel Bank WATS Loop Slot                          |         |      | UEP93 | 1PQWA | 0.66      |                    |       |                               |                                  |                                      |               |      |       |               |  |
| Non-Recurring Charges (NRC) Associated with UNE-P Centrex   | INRC Conversion Currently Combined Switch-As-Is with allowed changes, per port |         |      | UEP93 | USAC2 |           | 1.03               | 0.29  |                               |                                  |                                      |               |      |       |               |  |
|   | New Centrex Standard Common Block  |         |      | UEP93 | M1ACS | 0.00      | 658.60             |       |                               |                                  |                                      | 30.89         | 7.03 |       |               |  |
|   | New Centrex Customized Common Block  |         |      | UEP93 | M1ACC | 0.00      | 658.60             |       |                               |                                  |                                      | 30.89         | 7.03 |       |               |  |
|   | INAR Establishment Charge, Per Occasion  |         |      | UEP93 | URECA |           | 68.57              |       |                               |                                  |                                      | 30.89         | 7.03 |       |               |  |
|   | Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD               |         |      |       |       |           |                    |       |                               |                                  |                                      |               |      |       |               |  |
| Note 2 - Requires Interoffice Channel Mileage   |  |         |      |       |       |           |                    |       |                               |                                  |                                      |               |      |       |               |  |
| Note 3 - Requires Specific Customer Premises Equipment  |  |         |      |       |       |           |                    |       |                               |                                  |                                      |               |      |       |               |  |
| Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions. |  |         |      |       |       |           |                    |       |                               |                                  |                                      |               |      |       |               |  |

| LOCAL INTERCONNECTION - Tennessee   |   |         |      |     |      |            |                    |          |                               | Attachment: 3                        |  | Exhibit: A   |  |
|---|---|---------|------|-----|------|------------|--------------------|----------|-------------------------------|--------------------------------------|--|--|--|
| CATEGORY  | RATE ELEMENTS   | Interim | Zone | BCS | USOC | RATES (\$) |                    |          |                               | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l | Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l |
|   |   |         |      |     |      | Rec        | Nonrecurring First | Add'l    | Nonrecurring Disconnect Add'l | SOME                                 | SOMAN  | OSS Rates (\$)   | SOMAN  |
| LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)  |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
| NOTE: "pk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
| INTERCARRIER COMPENSATION FOR LOCAL AND ISP-BOUND TRAFFIC   |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
|   | Composite Rate for Local and ISP-Bound Traffic, per MOU (Effective Date of Agreement through June 13, 2003) |         |      |     |      | 0.001      |                    |          |                               |                                      |  |  |  |
|   | Composite Rate for Local and ISP-Bound Traffic, per MOU (June 14, 2003 through December 31, 2003)           |         |      |     |      | 0.0007     |                    |          |                               |                                      |  |  |  |
| INTERCARRIER COMPENSATION FOR LOCAL TRANSIT TRAFFIC AND MTA TRAFFIC   |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
| TANDEM SWITCHING  |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
|   | Tandem Switching Function Per MOU   |         |      |     |      | 0.0009778  |                    |          |                               |                                      |  |  |  |
|   | Multiple Tandem Switching, per MOU (applies to initial tandem only)   |         |      |     |      | 0.0009778  |                    |          |                               |                                      |  |  |  |
|   | Tandem Intermediary Charge, per MOU*  |         |      |     |      | 0.0015     |                    |          |                               |                                      |  |  |  |
| * This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.                  |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
| TRUNK CHARGE  |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
|   | Installation Trunk Side Service - per DS0   |         |      |     |      |            | 334.29             | 57.01    |                               |                                      |  |  |  |
|   | Dedicated End Office Trunk Port Service per DS0**   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
|   | Dedicated End Office Trunk Port Service per DS1**   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
|   | Dedicated Tandem Trunk Port Service per DS0**   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
|   | Dedicated Tandem Trunk Port Service per DS1**   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
| ** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements            |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
| COMMON TRANSPORT (Shared)   |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
|   | Common Transport - Per Mile, Per MOU  |         |      |     |      | 0.0000064  |                    |          |                               |                                      |  |  |  |
|   | Common Transport - Facilities Termination Per MOU   |         |      |     |      | 0.0003871  |                    |          |                               |                                      |  |  |  |
| LOCAL INTERCONNECTION (DEDICATED TRANSPORT)   |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
| INTEROFFICE CHANNEL - DEDICATED TRANSPORT   |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
|   | Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month                         |         |      |     |      | 0.0174bk   |                    |          |                               |                                      |  |  |  |
|   | Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month             |         |      |     |      | 18.58bk    | 55.39bk            | 17.37bk  | 27.96bk                       | 3.51bk                               |  |  |  |
|   | Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month                                    |         |      |     |      | 0.0174bk   |                    |          |                               |                                      |  |  |  |
|   | Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month                        |         |      |     |      | 17.98bk    | 55.39bk            | 17.37bk  | 27.96bk                       | 3.51bk                               |  |  |  |
|   | Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month                                    |         |      |     |      | 0.0174bk   |                    |          |                               |                                      |  |  |  |
|   | Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month                        |         |      |     |      | 17.98bk    | 55.39bk            | 17.37bk  | 27.96bk                       | 3.51bk                               |  |  |  |
|   | Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month                            |         |      |     |      | 0.3562bk   |                    |          |                               |                                      |  |  |  |
|   | Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month  |         |      |     |      | 77.88bk    | 112.4bk            | 76.27bk  | 19.55bk                       | 14.96bk                              |  |  |  |
|   | Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month                            |         |      |     |      | 2.94bk     |                    |          |                               |                                      |  |  |  |
|   | Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month                            |         |      |     |      | 848.99bk   | 395.29bk           | 176.56bk | 109.04bk                      | 105.91bk                             |  |  |  |
| LOCAL CHANNEL - DEDICATED TRANSPORT   |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
|   | Local Channel - Dedicated - 2-Wire Voice Grade per month  |         |      |     |      | 19.43bk    | 199.33bk           | 24.16bk  | 54.81bk                       | 4.8bk                                |  |  |  |
|   | Local Channel - Dedicated - 4-Wire Voice Grade per month  |         |      |     |      | 20.56bk    | 241.53bk           | 24.83bk  | 55.52bk                       | 5.51bk                               |  |  |  |
|   | Local Channel - Dedicated - DS1 per month   |         |      |     |      | 40.99bk    | 277.39bk           | 233.26bk | 33.18bk                       | 22.3bk                               |  |  |  |
|   | Local Channel - Dedicated - DS3 Facility Termination per month  |         |      |     |      | 611.3bk    | 595.37bk           | 304.5bk  | 215.82bk                      | 151.15bk                             |  |  |  |
| LOCAL INTERCONNECTION MID-SPAN MEET   |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
| NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.   |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
|   | Local Channel - Dedicated - DS1 per month   |         |      |     |      | 0.00       | 0.00               |          |                               |                                      |  |  |  |
|   | Local Channel - Dedicated - DS3 per month   |         |      |     |      | 0.00       | 0.00               |          |                               |                                      |  |  |  |
| MULTIPLERS  |   |         |      |     |      |            |                    |          |                               |                                      |  |  |  |
|   | Channelization - DS1 to DS0 Channel System  |         |      |     |      | 80.77      | 141.87             | 77.11    | 44.47                         |                                      |  | 42.62  |  |

| LOCAL INTERCONNECTION - Tennessee   |  |             |      |            |       |              |        |        |                         |   |   |  |   |            |       |
|---|--|-------------|------|------------|-------|--------------|--------|--------|-------------------------|---|---|--|---|------------|-------|
| CATEGORY  | RATE ELEMENTS                          | Interl<br>m | Zone | BCS        | USOC  | RATES (\$)   |        |        |                         | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 3  |   | Exhibit: A |       |
|   |  |             |      |            |       | Nonrecurring |        | Add'l  | Nonrecurring Disconnect |   |   | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |            |       |
|   |  |             |      |            |       | First        |        |        | First                   |   |   |  |   | Add'l      |       |
|   |  |             |      |            |       | Rec          |        |        |                         |   |   |  |   |            |       |
|   | DS3 to DS1 Channel System per month    |             |      | OH3, OH3MS | SATNS | 222.88       | 308.03 | 108.47 | 6.34                    | 4.23                                      |   | SOMAN  | SOMAN   | SOMAN      | SOMAN |
|   | DS3 Interface Unit (DS1 COC) per month |             |      | OH1, OH1MS | SATCO | 17.58        | 6.07   | 4.66   |                         |   |   |  |   |            |       |
| Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff. |  |             |      |            |       |              |        |        |                         |   |   |  |   |            |       |

[illegible]

| COLLOCATION - Tennessee |   |            |      |   |                                  |                                  |                       |                   |                       | Attachment: 4                             |   | Exhibit: B   |   |
|-------------------------|---|------------|------|---|----------------------------------|----------------------------------|-----------------------|-------------------|-----------------------|---|---|--|---|
| CATEGORY                | RATE ELEMENTS   | Inter<br>m | Zone | BCS   | USOC                             | RATES (\$)                       |                       |                   |                       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st |
|                         |   |            |      |   |                                  | Rec                              | Nonrecurring<br>First | Add'l             | Nonrecurring<br>First | Disconnect<br>Add'l                       | SOME  | SOMAN  | SOMAN   |
|                         |   |            |      | CLO, ULDO3,<br>ULD12, ULD48,<br>UITO3, UIT12,<br>UIT48, UDLO3,<br>UDL12, UDF  | PE1CK                            | 3.03                             | 41.56                 | 29.82             | 12.96                 | 10.34                                     |   |  |   |
|                         | Physical Collocation - Cageless - 2-Fiber Cross-Connect                                 |            |      | CLO, ULDO3,<br>ULD12, ULD48,<br>UITO3, UIT12,<br>UIT48, UDLO3,<br>UDL12, UDF  | PE1F4                            | 28.11                            | 50.53                 | 38.78             | 16.97                 | 14.35                                     |   | 2.69   | 1.56  |
|                         |   |            |      | CLO, ULDO3,<br>ULD12, ULD48,<br>UITO3, UIT12,<br>UIT48, UDLO3,<br>UDL12, UDF  | PE1CL<br>PE1BW<br>PE1CW<br>PE1AX | 6.06<br>218.53<br>21.44<br>55.99 | 50.53                 | 38.78             | 16.97                 | 14.35                                     |   |  |   |
|                         | Physical Collocation - Cageless - 4-Fiber Cross-Connect                                 |            |      | CLO   | PE1A1<br>PE1SR                   | 0.059                            | 55.67<br>2,027.00     | 55.67<br>2,154.00 |                       |   |   |  |   |
|                         | Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.                             |            |      | CLO   |                                  |                                  |                       |                   |                       |   |   |  |   |
|                         | Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.                              |            |      | CLO   |                                  |                                  |                       |                   |                       |   |   |  |   |
|                         | Physical Collocation - Security Access System - Security System<br>per Central Office   |            |      | CLO   |                                  |                                  |                       |                   |                       |   |   |  |   |
|                         | Physical Collocation - Security Access System - New Access<br>Card Activation, per Card |            |      | CLO   |                                  |                                  |                       |                   |                       |   |   |  |   |
|                         | Physical Collocation - Space Availability Report per premises                           |            |      | CLO   |                                  |                                  |                       |                   |                       |   |   |  |   |
|                         | POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect,<br>per cross-connect       |            |      | UEANL,UEA,UDN,U<br>DC,UAL,UHL,UCL,U<br>EQ,CLO,UDL,<br>UNCVX,UNCDX,<br>UNCNX   | PE1PE                            | 0.40                             |                       |                   |                       |   |   |  |   |
|                         | POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect,<br>per cross-connect       |            |      | UEANL,UEA,UDN,U<br>DC,UAL,UHL,UCL,U<br>EQ,CLO,USL,<br>UNCVX,UNCDX   | PE1PF                            | 1.20                             |                       |                   |                       |   |   |  |   |
|                         |   |            |      | UEANL,UEA,UDN,U<br>DC,UAL,UHL,UCL,U<br>EQ,CLO,WDSL,W<br>DSIS,USL,UITD1,<br>UITD1,UNC1X,<br>ULDD1,USLEL,<br>UNLD1                          | PE1PG                            | 1.20                             |                       |                   |                       |   |   |  |   |
|                         | POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect,<br>per cross-connect          |            |      | UEANL,UEA,UDN,U<br>DC,UAL,UHL,UCL,U<br>EQ,CLO,UE3,<br>UITD3,UXTD3,<br>UTTS1,UNC3X,<br>UNC3X,ULDD3,<br>UTTS1,ULDS1,<br>UNLD3,UDL,<br>UDLSX | PE1PH                            | 8.00                             |                       |                   |                       |   |   |  |   |
|                         | POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect,<br>per cross-connect          |            |      | UEANL,UEA,UDN,U<br>DC,UAL,UHL,UCL,U<br>EQ,CLO,UDLO3,<br>ULD12,ULD48,<br>UITO3,UIT12,<br>UIT48,UDLO3,<br>UDL12,UDF                         | PE1B2                            | 38.79                            |                       |                   |                       |   |   |  |   |

| COLLOCATION - Tennessee |  |             |      |   |       |            |                       |          |                                  |   |               |       |            |       |
|-------------------------|--|-------------|------|---|-------|------------|-----------------------|----------|----------------------------------|---|---------------|-------|------------|-------|
| CATEGORY                | RATE ELEMENTS  | Interl<br>m | Zone | BCS   | USOC  | RATES (\$) |                       |          |                                  | Svc Order<br>Submitted<br>Elec<br>per LSR | Attachment: 4 |       | Exhibit: B |       |
|                         |  |             |      |   |       | Rec        | Nonrecurring<br>First | Add'l    | Nonrecurring Disconnect<br>First |   | SOME          | SOMAN | SOMAN      | SOMAN |
|                         | POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect,<br>per cross-connect                           |             |      | UEANL,UEA,UDN,U<br>DC,UAL,UHL,UCL,U<br>EQ,CLO,ULD03,<br>ULD12,ULD48,<br>UIT03,UIT12,<br>UIT48,UDLO3,<br>UDL12,UDF | PE1B4 | 52.31      |                       |          |                                  |   |               |       |            |       |
|                         | Physical Collocation - Request Resend of CFA Information, per<br>CCLI  | I           |      | CLO   | PE1C9 |            | 77.67                 |          |                                  |   |               |       |            |       |
|                         | Nonrecurring Collocation Cable Records - per request   | I           |      | CLO   | PE1CR |            | 1,711.00              |          |                                  |   |               |       |            |       |
|                         | Nonrecurring Collocation Cable Records - VG/DSO Cable, per<br>cable record                                   | I           |      | CLO   | PE1CD |            | 925.06                |          |                                  |   |               |       |            |       |
|                         | Nonrecurring Collocation Cable Records - VG/DSO Cable, per<br>each 100 pair                                  | I           |      | CLO   | PE1CO |            | 18.05                 | 18.05    |                                  |   |               |       |            |       |
|                         | Nonrecurring Collocation Cable Records - DS1, per T1TIE  | I           |      | CLO   | PE1CT |            | 8.45                  | 8.45     |                                  |   |               |       |            |       |
|                         | Nonrecurring Collocation Cable Records - DS3, per T3TIE  | I           |      | CLO   | PE1C3 |            | 29.57                 | 29.57    |                                  |   |               |       |            |       |
|                         | Nonrecurring Collocation Cable Records - Fiber Cable, per 99<br>fiber records                                | I           |      | CLO   | PE1CB |            | 279.42                | 279.42   |                                  |   |               |       |            |       |
|                         | Physical Collocation - Cageless - Security Escort - Basic, per<br>Half Hour                                  |             |      |   |       |            | 33.15                 | 20.44    |                                  |   |               |       |            |       |
|                         | Physical Collocation - Cageless - Security Escort - Overtime, per<br>Half Hour                               |             |      |   |       |            | 41.50                 | 25.61    |                                  |   |               |       |            |       |
|                         | Physical Collocation - Cageless - Security Escort - Premium, per<br>Half Hour                                |             |      |   |       |            | 49.86                 | 30.79    |                                  |   |               |       |            |       |
|                         | V to P Conversion, Per Customer Request-Voice Grade  | I           |      | CLO   | PE1BV | 33.00      |                       |          |                                  |   |               |       |            |       |
|                         | V to P Conversion, Per Customer Request-DS0  | I           |      | CLO   | PE1BO | 33.00      |                       |          |                                  |   |               |       |            |       |
|                         | V to P Conversion, Per Customer Request-DS1  | I           |      | CLO   | PE1BT | 52.00      |                       |          |                                  |   |               |       |            |       |
|                         | V to P Conversion, Per Customer Request-DS3  | I           |      | CLO   | PE1B3 | 52.00      |                       |          |                                  |   |               |       |            |       |
|                         | V to P Conversion, Per Customer Request per VG Circuit   | I           |      | CLO   | PE1BR | 23.00      |                       |          |                                  |   |               |       |            |       |
|                         | Reconfigured   |             |      |   |       |            |                       |          |                                  |   |               |       |            |       |
|                         | V to P Conversion, Per Customer Request per DS0 Circuit  | I           |      | CLO   | PE1BP | 23.00      |                       |          |                                  |   |               |       |            |       |
|                         | Reconfigured   |             |      |   |       |            |                       |          |                                  |   |               |       |            |       |
|                         | V to P Conversion, Per Customer Request per DS1 Circuit  | I           |      | CLO   | PE1BS | 33.00      |                       |          |                                  |   |               |       |            |       |
|                         | Reconfigured   |             |      |   |       |            |                       |          |                                  |   |               |       |            |       |
|                         | V to P Conversion, Per Customer Request per DS3 Circuit  | I           |      | CLO   | PE1BE | 37.00      |                       |          |                                  |   |               |       |            |       |
|                         | Reconfigured   |             |      |   |       |            |                       |          |                                  |   |               |       |            |       |
|                         | V to P Conversion, Cable Pairs Assigned to Colo Space per 700<br>pairs or fraction thereof                   | I           |      | CLO   | PE1B7 | 592.00     |                       |          |                                  |   |               |       |            |       |
|                         | Physical Caged Collocation-App Cost(initial & sub)-Planning,<br>per request                                  |             |      | CLO   | PE1AC | 16.16      | 2,903.66              | 2,903.66 |                                  |   |               |       |            |       |
|                         | Physical Caged Collocation-Space Prep-Grounding, per location  |             |      | CLO   | PE1BB | 4.32       |                       |          |                                  |   |               |       |            |       |
|                         | Physical Caged Collocation - Nonrecurring Charge Individual<br>Case Basis Space Prep-Grounding, per location |             |      | CLO   | PE11D |            | ICB                   |          |                                  |   |               |       |            |       |
|                         | Physical Caged Collocation-Space Prep-Power Delivery, per 40<br>amp Feed                                     |             |      | CLO   | PE1SN |            | 142.40                |          |                                  |   |               |       |            |       |
|                         | Physical Caged Collocation-Space Prep-Power Delivery, per 100<br>amp Feed                                    |             |      | CLO   | PE1SO |            | 185.72                |          |                                  |   |               |       |            |       |
|                         | Physical Caged Collocation-Space Prep-Power Delivery, per 200<br>amp Feed                                    |             |      | CLO   | PE1SP |            | 242.05                |          |                                  |   |               |       |            |       |
|                         | Physical Caged Collocation-Space Enclosure-Cage Preparation,<br>per first 100 sq. ft.                        |             |      | CLO   | PE1S1 | 110.97     |                       |          |                                  |   |               |       |            |       |
|                         | Physical Caged Collocation-Space Enclosure-Cage<br>Preparation2, per add'l 50 sq. ft.                        |             |      | CLO   | PE1S5 | 55.49      |                       |          |                                  |   |               |       |            |       |
|                         | Physical Caged collocation-Cable Installation-Entrance Fiber<br>Structure, interduct per ft.                 |             |      | CLO   | PE1CP | 0.0156     |                       |          |                                  |   |               |       |            |       |
|                         | Physical Caged Collocation-Cable Installation-Entrance Fiber,<br>per cable                                   |             |      | CLO   | PE1CQ | 2.56       | 944.27                |          |                                  |   |               |       |            |       |

| COLLOCATION - Tennessee |   |             |         |                 |       |                       |          |                                  |        |   |   |  |  |   |   |      |
|-------------------------|---|-------------|---------|-----------------|-------|-----------------------|----------|----------------------------------|--------|---|---|--|--|---|---|------|
| CATEGORY                | RATE ELEMENTS   | Interf<br>m | Zone    | BCS             | USOC  | RATES (\$)            |          |                                  |        | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 4  |  | Exhibit: B  |   |      |
|                         |   |             |         |                 |       | Nonrecurring<br>First | Add'l    | Nonrecurring Disconnect<br>First | Add'l  |   |   | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |      |
|                         |   |             |         |                 |       | Rec                   |          |                                  |        | SOMEc                                     | SOMAN   | OSS Rates(\$)  | SOMAN  | SOMAN   | SOMAN   |      |
|                         | Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.  |             |         |                 | PEIFS | 5.94                  |          |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable                            |             | CLO     |                 | PEICS | 21.47                 |          |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Caged Collocation-Power-Power Construction, per amp DC plant   |             | CLO     |                 | PEIPN | 3.55                  |          |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Caged Collocation-Power-Power Consumption,per amp AC usage   |             | CLO     |                 | PEIPO | 2.03                  |          |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Caged Collocation-2-wire Cross Connects-Voice Grade kcts, per dkt.                                     |             | CLO     |                 | PEI2C | 0.0475                | 7.68     |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per dkt.                                     |             | CLO     |                 | PEI4C | 0.0475                | 7.68     |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per dkt.                                       |             | CLO     |                 | PEI1S | 7.68                  | 41.65    |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per dkt.                                       |             | CLO     |                 | PEI1X | 0.38                  | 41.65    |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per dkt.                                       |             | CLO     |                 | PEI3S | 53.96                 | 298.03   |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per dkt.                                       |             | CLO     |                 | PEI3X | 9.32                  | 298.03   |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Caged Collocation-Security Access-Access Cards, per 5 Cards  |             | CLO     |                 | PEI42 |                       | 76.10    |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.     |             | CLO,UDF |                 | PEIES | 0.0013                |          |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft. |             | CLO     |                 | PEIDS | 0.0019                |          |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application                             |             | CLO     |                 | PEIDT | 585.09                |          |                                  |        |   |   |  |  |   |   |      |
| PHYSICAL COLLOCATION    |   |             |         |                 |       |                       |          |                                  |        |   |   |  |  |   |   |      |
|                         | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res                                    |             |         | UEPSR           | PEIR2 | 0.30                  | 19.20    | 19.20                            |        |   |   |  | 20.35  | 10.54   | 13.32   | 1.40 |
|                         | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus                       |             |         | UEPSP           | PEIR2 | 0.30                  | 19.20    | 19.20                            |        |   |   |  | 20.35  | 10.54   | 13.32   | 1.40 |
|                         | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res                     |             |         | UEPSE           | PEIR2 | 0.30                  | 19.20    | 19.20                            |        |   |   |  | 20.35  | 10.54   | 13.32   | 1.40 |
|                         | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus                                    |             |         | UEPSB           | PEIR2 | 0.30                  | 19.20    | 19.20                            |        |   |   |  | 20.35  | 10.54   | 13.32   | 1.40 |
|                         | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN  |             |         | UEPSX           | PEIR2 | 0.30                  | 19.20    | 19.20                            |        |   |   |  | 20.35  | 10.54   | 13.32   | 1.40 |
|                         | Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN  |             |         | UEPTX           | PEIR2 | 0.30                  | 19.20    | 19.20                            |        |   |   |  | 20.35  | 10.54   | 13.32   | 1.40 |
|                         | Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1  |             |         | UEPEX           | PEIR4 | 0.50                  | 19.20    | 19.20                            |        |   |   |  | 20.35  | 10.54   | 13.32   | 1.40 |
| ADJACENT COLLOCATION    |   |             |         |                 |       |                       |          |                                  |        |   |   |  |  |   |   |      |
|                         | Adjacent Collocation - Space Charge per Sq. Ft.   |             |         | GLOAC           | PEIJA | 0.0656                |          |                                  |        |   |   |  |  |   |   |      |
|                         | Adjacent Collocation - Electrical Facility Charge per Linear Ft.  |             |         | GLOAC           | PEIUC | 5.53                  |          |                                  |        |   |   |  |  |   |   |      |
|                         | Adjacent Collocation - 2-Wire Cross-Connects  |             |         | GLOAC           | PEIP2 | 0.34                  | 11.12    | 10.18                            | 11.33  | 10.23                                     |   |  | 1.77   | 1.77  | 1.12  | 1.12 |
|                         | Adjacent Collocation - 4-Wire Cross-Connects  |             |         | UEA,UHL,UDL,UCL | PEIP4 | 0.33                  | 11.30    | 10.31                            | 11.62  | 10.44                                     |   |  | 1.77   | 1.77  | 1.12  | 1.12 |
|                         | Adjacent Collocation - DS1 Cross-Connects   |             |         | USL,GLOAC       | PEIP1 | 1.70                  | 28.39    | 16.88                            | 11.65  | 10.54                                     |   |  | 1.77   | 1.77  | 1.12  | 1.12 |
|                         | Adjacent Collocation - DS3 Cross-Connects   |             |         | GLOAC           | PEIP3 | 19.03                 | 26.23    | 15.51                            | 13.40  | 10.77                                     |   |  | 1.77   | 1.77  | 1.12  | 1.12 |
|                         | Adjacent Collocation - 2-Fiber Cross-Connect  |             |         | GLOAC           | PEIP2 | 3.49                  | 26.23    | 15.51                            | 13.41  | 10.78                                     |   |  | 1.77   | 1.77  | 1.12  | 1.12 |
|                         | Adjacent Collocation - 4-Fiber Cross-Connect  |             |         | GLOAC           | PEIP4 | 6.50                  | 26.75    | 19.02                            | 17.60  | 14.97                                     |   |  | 1.77   | 1.77  | 1.12  | 1.12 |
|                         | Adjacent Collocation - Application Fee  |             |         | GLOAC           | PEIUB |                       | 2,973.00 |                                  | 0.9475 |   |   |  |  |   |   |      |
|                         | Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp                                 |             |         | GLOAC           | PEIFB | 5.81                  |          |                                  |        |   |   |  |  |   |   |      |
|                         | Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp                                 |             |         | GLOAC           | PEIFD | 11.64                 |          |                                  |        |   |   |  |  |   |   |      |

| COLLOCATION - Tennessee                            |  |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |
|--|--|-------------|------|-----|------|------------|-----------------------|-------|----------------------------------|---|---|--|--|---|---|
| CATEGORY   | RATE ELEMENTS  | Interl<br>m | Zone | BCS | USOC | RATES (\$) |                       |       |                                  | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Attachment: 4  |  | Exhibit: B  |   |
|  |  |             |      |     |      | Rec        | Nonrecurring<br>First | Add'l | Nonrecurring Disconnect<br>First |   |   | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  | Adjacent Collocation - 120V, Three Phase Standby Power Rate<br>per AC Breaker Amp  |             |      |     |      |            | 17.45                 |       |                                  |   |   |  |  |   |   |
|  | Adjacent Collocation - 277V, Three Phase Standby Power Rate<br>per AC Breaker Amp  |             |      |     |      |            | 40.30                 |       |                                  |   |   |  |  |   |   |
| PHYSICAL COLLOCATION IN THE REMOTE SITE            |  |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |
|  | Physical Collocation in the Remote Site - Application Fee  |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |
|  | Cabinet Space in the Remote Site per Bay/ Rack   |             |      |     |      |            | 220.41                |       |                                  |   |   |  |  |   |   |
|  | Physical Collocation in the Remote Site - Security Access - Key  |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |
|  | Physical Collocation in the Remote Site - Space Availability   |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |
|  | Report per Premises Requested  |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |
|  | Physical Collocation in the Remote Site - Remote Site CLI  |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |
|  | Code Request, per CLI Code Requested   |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |
|  | Remote Site DLEC Data (BRSDD), per Compact Disk, per CO  |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |
| PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT |  |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |
|  | Remote Site-Adjacent Collocation - AC Power, per breaker amp   |             |      |     |      |            | 6.27                  |       |                                  |   |   |  |  |   |   |
|  | Remote Site-Adjacent Collocation - Real Estate, per square foot  |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |
|  | Remote Site-Adjacent Collocation-Application Fee   |             |      |     |      |            | 0.194                 |       |                                  |   |   |  |  |   |   |
|  | NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates. |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |
|  | Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.              |             |      |     |      |            |                       |       |                                  |   |   |  |  |   |   |



| ODUF/ADUF/EODUF/CMDS - Tennessee   |   |         |      |     |      |            |                    |       |                    |                     |      |       |               |  |  |  |  |
|--|---|---------|------|-----|------|------------|--------------------|-------|--------------------|---------------------|------|-------|---------------|--|--|--|--|
| CATEGORY   | RATE ELEMENTS   | Interim | Zone | BCS | USOC | RATES (\$) |                    |       |                    | Svc Order Submitted |      |       | Attachment: 7 |  |  | Exhibit: A   |  |
|  |   |         |      |     |      | Rec        | Nonrecurring First | Add'l | Nonrecurring First | Disconnect Add'l    | SOME | SOMAN | SOMAN         | Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l | Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l | Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l | Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l |
|  |   |         |      |     |      |            |                    |       |                    |                     |      |       |               |  |  |  |  |
| ODUF/ADUF/EODUF/CMDS   |   |         |      |     |      |            |                    |       |                    |                     |      |       |               |  |  |  |  |
|  | ACCESS DAILY USAGE FILE (ADUF)                          |         |      |     |      |            |                    |       |                    |                     |      |       |               |  |  |  |  |
|  | ADUF: Message Processing, per message                   |         |      |     | N/A  |            | 0.004              |       |                    |                     |      |       |               |  |  |  |  |
|  | ADUF: Data Transmission (CONNECT:DIRECT), per message   |         |      |     | N/A  |            | 0.001              |       |                    |                     |      |       |               |  |  |  |  |
| OPTIONAL DAILY USAGE FILE (ODUF)   |   |         |      |     |      |            |                    |       |                    |                     |      |       |               |  |  |  |  |
|  | ODUF: Recording, per message                            |         |      |     | N/A  |            | 0.0000044          |       |                    |                     |      |       |               |  |  |  |  |
|  | ODUF: Message Processing, per message                   |         |      |     | N/A  |            | 0.0027366          |       |                    |                     |      |       |               |  |  |  |  |
|  | ODUF: Message Processing, per Magnetic Tape provisioned |         |      |     | N/A  |            | 52.75              |       |                    |                     |      |       |               |  |  |  |  |
|  | ODUF: Data Transmission (CONNECT:DIRECT), per message   |         |      |     | N/A  |            | 0.0000339          |       |                    |                     |      |       |               |  |  |  |  |
| CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)  |   |         |      |     |      |            |                    |       |                    |                     |      |       |               |  |  |  |  |
|  | CMDS: Message Processing, per message                   |         |      |     | N/A  |            | 0.004              |       |                    |                     |      |       |               |  |  |  |  |
|  | CMDS: Data Transmission (CONNECT:DIRECT), per message   |         |      |     | N/A  |            | 0.001              |       |                    |                     |      |       |               |  |  |  |  |
| ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)   |   |         |      |     |      |            |                    |       |                    |                     |      |       |               |  |  |  |  |
|  | EODUF: Message Processing, per message                  |         |      |     | N/A  |            | 0.004              |       |                    |                     |      |       |               |  |  |  |  |
| Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. |   |         |      |     |      |            |                    |       |                    |                     |      |       |               |  |  |  |  |